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The Solicitors' Journal

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The Solicitors' Journal

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VOL. LXXIII. **Saturday, February 2, 1929.** No. 5

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Current Topics.

Lawyers' Varied Activities.

ALTHOUGH THE late Mr. R. C. LEHMANN was most widely known for many years as one of the wittiest contributors to *Punch*, as a great oarsman, and as a famous coach to many rowing clubs, it is worth recalling that, like so many who have reached distinction in various spheres, he was a member of the legal profession, his early days in which being spent in assisting to compile that extremely useful but far from exciting work, a "Digest of Overruled Cases." In this respect his career was typical of many others who have scorned delights and lived laborious days in order to pen or edit some grave treatise or reference work intended to elucidate the mysteries of the law. Lord DAVEY, who is still remembered as one of the greatest of Chancery leaders, devoted part of his legal youth to collaborating with GEORGE OSBORNE MORGAN in writing a treatise on Costs; the late Lord CAVE edited one or two editions of "Gale on Easements"; Lord HALDANE, as we recalled in these columns a week or two ago, shared in the preparation of the sixth edition of "Dart's Vendors and Purchasers"; Lord SUMNER devoted a considerable portion of his early days at the bar in reviewing for the now defunct *Academy* and contributing voluminously to the "Dictionary of National Biography"; the present Lord Chief Justice was a brilliant leader writer on the staff of a London morning journal, while the present Mr. Justice WRIGHT, before he was innundated with briefs, utilised his leisure moments by occasionally reporting cases in the Commercial Court. In these varied kinds of probationary work many of our most distinguished lawyers have laid the foundations of their ultimate success.

The Judge's Nosegay.

IN AN interesting article contributed to the current number of *The American Bar Association Journal*, Mr. Justice RIDDELL of the Ontario bench, who has always taken a deep interest in the curiosities and the bye-ways of the law, explains the origin of the judge's nosegay at the Old Bailey. As he says, this is now a mere ornament, but at one time it was supposed to be of the utmost value as a prophylactic. In the bad old days, when drains and sewers were practically non-existent, fevers of various kinds took a heavy toll of human life, and that which was commonly known as gaol fever was one of the deadliest of scourges. To prevent, or at least to minimise, the danger of infection from the dock to the bench, a nosegay of wholesome and sweet-smelling flowers was placed before the judge, while aromatic leaves were strewn here and there throughout the court-room. How ineffective these supposed prophylactics proved is shown by the tale of those who died as a consequence of infection received during a trial at the Old Bailey in 1750, as preserved in the pages of Sir MICHAEL FOSTER'S "Report of the Trials of the Rebels in 1746." Nearly fifty in all, including the Lord Mayor, two of the judges, and an alderman, perished after having contracted the malignant fever which had been generated in the adjoining prison of Newgate. On another matter of legal interest, Mr. Justice RIDDELL has extracted a note from FOSTER'S "Report," where it is stated that in those days there was a students' gallery at the Old Bailey, "for the sake of the students of the Inns of Court, who coming properly habited in students' gowns have a right to the use of the middle gallery on the left-hand of the court during the trials. The officers who make money of the galleries have sometimes behaved with rudeness towards the students, but the court upon complaint hath constantly done them justice." Readers of "Pickwick" will recall also mention of the students' box at the Guildhall; but nowadays this adjunct of the courts, intended to assist in the education of the legal tyro, has unfortunately been abandoned.

Obscene Language—Indoors.

IN A CASE at Feltham recently, a man was charged with using obscene language, but the charge was dismissed because the defendant was at home at the time. No doubt it was brought under s. 28 of the Town Police Clauses Act, 1847, in which penalties are provided against "Every person who in any street to the . . . annoyance . . . of the residents or passengers . . . uses any profane or obscene language." In fact, the constable, passing along the street, had heard the defendant through the window, and tapped on it to make him desist, but he would not do so. Since he was not in the street at the time, his answer to the charge under the Act was complete, though, if he had spoken loudly enough, either in his front garden or through an open window, the annoyance to passers-by might have been just as great as if he had been on the pavement. Of course, if his language had been profane rather than obscene, he could have been charged under the Profane Oaths Act, 1745, and fined one shilling, two shillings, or five shillings, according to his rank in life, for the older Act penalises the offence wherever committed; but it applies only to profane language, and mere obscenity is not within its scope. The circumstances of the case are unusual, but, should they recur, the general opinion would probably be that a man who uses dirty or disgusting language, audible in a public place, commits an offence analogous to that of indecent exposure visible in a public place, whether he does so on his own premises or elsewhere, and that he merits punishment accordingly. The wording of the prohibition against indecent exposure in the Vagrancy Act, 1824, s. 4, includes an offence committed "in any street, road, or public highway, or in the view thereof," and the offence of using obscene language in a street should be deemed to include language, wherever used, audible to persons in public places, or to neighbours. The Profane Oaths Act, with its archaic scale of fines proportioned to the station of the offender, indicates that our law as to minor offences needs bringing up to date, and consolidation. While we tolerate our present laws as to betting and gaming, however, other muddles may be regarded as venial.

Lapsed Share of Residue Property Undisposed of.

THE DECISION of Mr. Justice EVE in *In re Lamb: Vipond* v. *Lamb*, *Times*, 18th January, is of some importance as showing the effect of a material alteration in the law and practice of administration which has as yet not been fully appreciated.

Until 1926 the primary fund for the payment of a testator's funeral, testamentary expenses, debts and legacies was the general personal estate not specifically bequeathed unless any specific fund was charged with payment. In some cases, however, it was held that where there was no attempt made to dispose of a residue, that was primarily liable: *Hewett* v. *Snare*, 1 De G. & S. 333; but probably those cases turned on the construction of the particular will involved. But under s. 32 (1) of the Administration of Estates Act, 1925, the real and personal estate of a person dying after 1925 are alike assets for the payment of his debts notwithstanding any disposition by will to the contrary. And by s. 34 (3) and Pt. II of the first schedule the primary fund for the payment of funeral, testamentary and administration expenses is "property undisposed of by the will." The summons in *Re Lamb* raised the question whether that meant only property which the testator had left out of his will and had not attempted to dispose of or whether it included, as was contended by certain writers in text books (Sir BENJAMIN CHERRY in "Wolstenholme and Cherry's Conveyancing Statutes," Vol. II, p. 583, and J. J. STIRLING in "Theobald on Wills," 8th ed., at p. 937), a lapsed share of residue. Mr. Justice EVE reserved judgment, but had no difficulty in deciding that a lapsed share of residue was properly described as "property undisposed of," and was therefore primarily liable, to the exoneration of the residue which had not lapsed, to make the payments required. It may be an unpleasant surprise to next of kin who may come in for a windfall of this kind to discover that in a case like the present "residue" no longer means exactly what it used to mean, i.e., what is left after payment of funeral and testamentary expenses, debts and legacies, but that they have to bear this burden. The decision appears to be perfectly sound, for, as the learned judge said, the language of the Act is plain and unambiguous, and the alteration in the law is no greater than is to be found in many other parts of the Act. It is quite obvious that cl. 1 of the schedule must apply to partial as well as to total intestacies, and as every properly-drawn will contains a residuary devise and bequest, it can but rarely happen where a deceased person leaves a will that it does not effectually dispose of all his property except residue or a share of residue given to a named person which lapses owing to the death of that person before the testator. Of course, there are home-made wills, in which anything may happen, such as one which came up in the same court recently, where a testatrix managed to dispose of the whole of her property in a series of specific gifts, without leaving a penny of residue and each of the legatees found himself liable to pay a rateable share of her funeral expenses and debts as a condition of taking the legacy.

Rats!

A SOMEWHAT UNUSUAL defence formed part of the answer to a claim for the balance of the rent of a furnished house in a case which came before Mr. Justice BRANSON on the 17th January (*Espir* v. *Millward*, unreported). The house in question, situated in Hampstead, N.W., was let furnished to the defendant for a period of twenty-six weeks at a weekly rent of seven and a half guineas. One-half of the total rent was payable, and paid, in advance, and it was agreed that the balance should be discharged about half-way through the tenancy period. The defendant, a lady, went into occupation on the 30th July, 1927, and remained in possession until the 19th September, when she left and claimed to be entitled to annul the agreement on the ground that the house was unfit for habitation by reason of its being infested with rats. The landlord denied that such was the case, and claimed the other half of the agreed rent. In the course of his judgment, Mr. Justice BRANSON, dealing with the evidence of the presence of rats, said that no complaint was made until about the 14th of September, when the defendant alleged that she saw something run from under a table. A day or so later, when entertaining friends, the presence of rats was again suspected, and, said his Lordship, the defendant asked the court to believe that she and her daughter "screamed and screamed," and that, in fact, the scene in the dining-room must have been like what would have happened if each of the rats had suddenly turned into a lion. The evidence with regard to the rats was ridiculous, he said, and added that after the defendant had left the house a professional ratcatcher was sent there with all his paraphernalia and only succeeded in catching one female rat and one or two young ones in the garden shed. There was no justification for the defendant leaving the house and throwing up the agreement on that ground, and judgment, modified by other considerations in the case, was given for the plaintiff. The question of nuisance by rats is, of course, a matter of degree, but in these times, when rat-days are held and the Rats and Mice (Destruction) Act, 1919, imposes penalties for their non-destruction, it is certainly difficult to conceive that even a pied piper could attract from a London house of the type in this case a sufficiency of rats as to justify the breaking of the tenancy.

A Convict's Insurance Card.

A YOUNG MAN, who had been convicted of theft and served his sentence, applied to his former employer for his insurance card and book. When he recovered them, he found that the employer had written the words "Convicted of theft" across each of them. The young man went to the Old Street Police Court for advice, and Mr. SNELL is reported to have expressed the opinion that "A person who did that sort of thing should make compensation." Since the offence had been purged by the sentence, that was a very natural view, but the practical application of it appears a matter of some difficulty. A civil action for libel would be met by the unanswerable defence that the statement made was true. A prosecution might lie, if the considerable difficulty as to the publication could be surmounted, but that is not compensation to the person libelled. If a young man in such position asked his employer to give him a character, and the former had mentioned the conviction, not only would a libel action for doing so fail, but omission to mention the matter might even be actionable on the part of the person to whom the character was given, if he suffered loss from theft from such a servant. For, in the quaint words of CHAMBRE, J., in *Taff* v. *Lee*, 1803, 3 Bos. & P. 367, "If a man, professing to answer a question, selects those facts only which are likely to give a credit to the person of whom he speaks, and keeps back the rest, he is the more artful knave than he who tells a direct falsehood." See also *Foster* v. *Charles*, 1830, 6 Bing. 396, and 7 Bing. 105. The problem, therefore, for a former employer of a convict who is asked to give a character is by no means free from difficulty, though scrawling the fact of the conviction across the card of a servant who has not asked for a character cannot be regarded as justifiable on any view. It is provided by r. 38 (1) of the National Health Insurance (Collection of Contributions) Regulations, 1924, that no person shall destroy or deface a card or record card, and the question whether this regulation was applicable in the circumstances might merit consideration A practical solution of the difficulty would appear to be the issue of a new card and book under the rules, as in substitution for those defaced.

Assignment of Policies.

IN *J. Avar and Co. (Incorporated)* v. *Miall*, 34 Com. Cas. 18, the Court of Appeal decided a point of much importance to underwriters. A firm of traders on the West Coast of Africa sold a quantity of cocoa beans and insured them by a policy which covered damage from the time of leaving the factory in the interior of Africa to delivery at the purchaser's warehouse. The purchasers resold the beans and eventually the sub-purchasers resold them on c.i.f. terms to the plaintiffs and assigned the policy to them. In fact the goods had been damaged before shipment. The plaintiffs therefore, claimed under the policy, but the underwriters refused to pay on the

ground that, as the plaintiffs had purchased c.i.f., they had no insurable interest in the goods before shipment. ROCHE, J., gave judgment for the plaintiffs, and the Court of Appeal, without calling upon counsel for the respondents, dismissed the appeal by the underwriters. SCRUTTON, L.J., said at p. 20: "In my view the effect of . . . assigning the policy is that the person holding the policy acquires the right to sue on any claim which the assignor has under the policy, irrespective of the fact that at the time of the loss or damage the assignee had no interest in the subject matter lost or damaged." The learned Lord Justice pointed out that this principle had been established as early as 1872 by BLACKBURN, J., delivering the judgment of the Court of Queen's Bench in *Lloyd* v. *Fleming*, L.R., 7 Q.B. 299. And GREER, L.J., referred to s. 50 of the Marine Insurance Act, 1906, sub-s. (1) of which enacts as follows: "A marine policy is assignable unless it contains terms expressly prohibiting assignment. It may be assigned either before or after loss." The case dealt with a policy of marine insurance, but the law as to assignments is somewhat different in the case of life and fire policies. By the Policies of Assurance Act, 1867, any person becoming entitled by assignment to a policy of life insurance is entitled to sue the assurance company, provided he has given it notice in writing of the assignment. Fire policies in many respects resemble policies of marine insurance, and there seems to be no reason why, apart from special conditions in the policy, the former should not be assigned with the subject matter thereof as easily as the latter (see Porter, "Laws of Insurance," 7th ed., p. 310). In practice, however, fire policies always contain conditions by which the insurers bind themselves to pay the insured his executors and administrators and declare that no assignment will be valid unless accepted by them.

Robot Shop Assistants.

THE CAPABILITIES of the above were discussed in the recent case of *Clement Garratt & Co. Ltd.* v. *Mason*, at Sheffield County Court, the claim being for £12 12s. in respect of instalments on an automatic machine, which was alleged to be unfit for the purpose for which it was supplied. A confectioner gave evidence for the plaintiffs that he had three of their machines working satisfactorily, but a juvenile son of the defendant demonstrated in court that he could obtain cigarettes from the machine without payment. The plaintiffs' explanation was that the machine was not complete, having no weight on top of the cigarettes to prevent cheating, whereas it was impossible to withdraw anything in a reasonable time with the weight in position. After an adjournment granted for the purpose, the defendant called a witness from the Quick Server Automatic Machine Company Limited, who produced a machine which was to have been supplied to defendant until he decided to buy one from the plaintiffs. It was demonstrated that the second machine would reject bad coins and metal rings, but would accept medals or anything minted with a plain edge. The plaintiffs' witness endeavoured to insert in the second machine some discs taken from the machine supplied to the defendant, but was unable to do so, and explained that the plaintiffs could produce a machine to do various things when specially prepared for court. It was then stated on defendant's behalf that the second machine had been on the market since September, and had an additional spring as compared with the type previously sold. His Honour Judge LIAS found that the plaintiffs' representative had informed the defendant that the machine would not pass anything but pennies, as the defendant complained the first time he found discs in the machine, and his letter was not answered. The defendant was induced to break his agreement with the Quick Server Company, and had entered into a fresh agreement with the plaintiffs, who were disentitled by their misrepresentation to recover the price, but were entitled to a return of the machine. Judgment was therefore given for the defendant with costs.

Goddard's Money?

PERHAPS the most interesting questions, from the public point of view, which have arisen out of the recent trial of Ex-Sergeant GODDARD at the Central Criminal Court, are asked in connexion with the large sum of money he acquired, and which is now in the hands of the authorities. To whom does it belong? Can GODDARD claim all or any part of it? It is submitted that he has the right to the greater part of it. In the first place, the charges in the six counts which related to the corrupt accepting of bribes were framed under the Prevention of Corruption Act, 1906. Now, there are two other closely allied statutes which deal with the bribery and corruption of officials, the Public Bodies Corrupt Practices Act, 1889, and the Honours (Prevention of Abuses) Act, 1925, and the penalties to which an offender is liable under each of those statutes are identical with those laid down by the Act of 1906 with the extremely important exception that provision is made in the Acts of 1889 and 1925 for the forfeiture of the gift received by the offender. In each of those statutes the prisoner shall "be liable" to forfeit the bribe. There is no such provision in the Act of 1906, and even had there been it would still have been necessary for the judge specifically to indicate that such a provision should operate before the money could be confiscated. Mr. Justice AVORY made no mention of the money when sentencing GODDARD beyond saying that if the fine of £2,000 had not been paid by the time the eighteen months' imprisonment had expired he, GODDARD, would remain in custody until it had. One may perhaps infer from that that his lordship entertained a doubt as to GODDARD's capacity to pay, which could only mean that he, Mr. Justice AVORY, was of opinion that the money would be confiscated, for the possessor of £20,000 would not willingly remain indefinitely in custody when but £2,000 would secure his freedom. But equally, on the other hand, one may infer that the money should not be confiscated, for to impose a fine of £2,000 on a man, accustomed to earn about £6 a week, with the further threat that he will be detained until it is paid, is equivalent to detaining him indefinitely; but these are inferences. One of the strongest points in GODDARD's favour, however, is indicated by the passage in the judge's summing up, where it was said: "The question was, however, not whether he did make money in other ways, but whether he was not also making money by accepting bribes . . ." There can be no doubt, even allowing for gross exaggeration, that GODDARD must have made some money, and probably a considerable amount, from his speculating, betting and business transactions, and if the police are to confiscate just the exact amount received in bribes they will experience considerable difficulty in ascertaining it. Allowing that under the common law, on the principle of money received by an agent on behalf of his principal, the Commissioner of Police has a right of action against GODDARD for the actual sums traced to him through the banking accounts of Mrs. MEYRICK, RIBUFFI and Mrs. GADDA, namely £915, could he, the Commissioner, discharge the burden of proof of showing, if GODDARD brought an action for the balance, that all or some part of that balance was also received corruptly? In short, as to the bulk of the £20,000, what was made by GODDARD in business transactions is certainly his; that, if any, beyond the £915, which is the result of bribes, does not belong to the donors, for they gave it, and it cannot be confiscated under any statute. GODDARD, then, if anyone, has a title to it; moreover, he is expiating his crime and the results of it by imprisonment. It will be interesting to see what action the income tax authorities will take if GODDARD is in fact held to be entitled to the money: perhaps he will not question their assessment.

The Minister of Health has assigned Mr. J. D. Castle to perform private secretarial duties for the Earl of Onslow, Paymaster-General, in connexion with work arising under the Local Government Bill.

Housing: Some Legal Difficulties.

By RANDOLPH A. GLEN, M.A., LL.B.

V.

The Repair of Individual Houses.

HAVING dealt in my previous articles with the powers of local authorities in relation to individual houses, I now come to the settlement of disputes in relation to the exercise of such powers.

Under s. 20 (4) of the Act of 1925 disputes as to compensation for the removal of obstructive buildings have to be settled by an arbitrator.

The county court is the selected tribunal, under s. 7 (4) of that Act, to deal with the relaxation of provisions in agreements contrary to bye-laws relating to tenement houses, and under s. 13 (1) to make orders for recovery of possession after closing orders. "Superior landlords" may obtain from the High Court, Palatine Courts, or county court, "where these courts respectively have jurisdiction," leave to enter and execute works (s. 30).

Justices at petty sessions may be asked by tenants to give them time to obey closing orders (s. 11 (3)); and by owners to fix the amount of removal allowances to tenants (s. 11 (4)), or to settle disputes between them and other "owners" (s. 29 (2)). They may be asked for possession orders (s. 13 (1)), and to enlarge the time for claiming to retain sites (s. 29 (3)). An appeal against an arbitrator's apportionment of compensation for the removal of an obstructive building lies to two justices (s. 20 (7)).

On an application to determine a closing order on the ground that the premises had been rendered habitable, the magistrate held that he had no jurisdiction because a demolition order had been made and that any appeal must be taken direct to quarter sessions under s. 35 of the Act of 1890. It was held that the remedy was not mandamus to state a case, but mandamus to hear and determine, and that in any case the magistrate had no jurisdiction for the reasons he gave (*Reg.* v. *De Rutzen*, 1892, 9 T.L.R. 41). Justices now have no power to determine closing orders, but the procedure point may still be useful.

An appeal to quarter sessions lies against an order requiring an owner to alter a building erected on the site of a house pulled down either under a demolition order (s. 15 (3)), or under an obstructive building order (s. 22 (1)), and against an order charging on a house the expenses of work done to it by the owner under the Act (s. 16 (1)). These appeals are regulated by s. 27.

All other appeals under Part I of the Act are to the Minister of Health, and the following cases relate to such appeals:—

Perhaps the most important decision as to these appeals is that of the House of Lords in *Local Government Board* v. *Arlidge*, L.R. 1915 A.C. 120. In this case, a local authority made a closing order and the owner appealed to the Local Government Board. The Board, after sending an inspector to inspect the premises and hold a local inquiry, and considering his report by some official at their office, dismissed the appeal. A rule *nisi* for *certiorari* quashing the order of the Board was obtained on the ground that the appeal had not been determined according to law because (1) in the absence of a general order of the Board empowering someone other than the Board to hear the appeal, the Board only could hear the appeal, and an affidavit had been filed on behalf of the Board stating that someone in the Board's office not named had given the Board's decision; (2) the Board had refused to let the appellant see the inspector's report to the Board; and (3) that the Board were bound to hear the appellant personally, if he desired to be so heard. The Court of Appeal made the rule absolute, but it was discharged by the House of Lords. Per Lord HALDANE, C.: "When the duty of deciding an appeal is imposed, those whose duty it is to decide it must act judicially. They must deal with the question referred to them without bias, and they must give to each of the parties the opportunity of adequately presenting the case made. The decision must be come to in the spirit and with the sense of responsibility of a tribunal whose duty it is to mete out justice. But it does not follow that the procedure of every such tribunal must be the same." Lord PARMOOR added that the appellant's claim was "inconsistent with the ordinary system of procedure when the determining authority is a large administrative department." This decision was distinguished in *Rex* (*Alhambra Picture Houses, Ltd.*) v. *Housing Appeal Tribunal*, L.R. 1920, 3 K.B. 334, where a local authority prohibited the building of a picture house under the repealed s. 5 of the Housing (Additional Powers) Act, 1919 (as to "luxury buildings"), and the company appealed to the tribunal appointed under the Regulation of Building (Appeal Procedure) Rules, 1920. The tribunal dismissed the appeal on the written notice of appeal and the reply. It was held that the tribunal should have given the company an opportunity of answering the statements in reply, and rules for *mandamus* and *certiorari* were made absolute.

In *Kirkpatrick's Case* (*ante*, p. 854), an owner appealed against a closing order to the sheriff (corresponding to the Minister of Health in England), who heard the parties and gave the owner leave to call evidence, at a future hearing, that the premises were not unfit for human habitation. The owner then applied to the sheriff to state a case, but he refused to do so on the ground that s. 39 (1) (*a*) of the Act of 1909 (now s. 115 (1) (*a*) of the Act of 1925) did not require a case to be stated unless the sheriff (or in England the Minister of Health) considered that injustice might be done by refusing to state one. It was held that this refusal was illegal; but all the facts and contentions being before the court in the application to the sheriff and his reply, and the parties consenting, the court dealt with the case on its merits, and determined the points of law already mentioned.

The expression "any stage of the proceedings" in proviso (*a*) to sub-s. (1) of s. 39 of the Act of 1909 (now s. 115 (1) (*a*) of the Act of 1925) does not enable the Minister to state a case after he has given his decision (*Johnston* v. *Glasgow Corporation*, 1912, S.C. (S.) 300; 3 Glen's Loc. Gov. Case Law, 159).

On an appeal to the Local Government Board under s. 39 of the Act of 1909 (now s. 115 of the Act of 1925), the Board stated a case for the opinion of the High Court (*White* v. *St. Marylebone B.C.*, L.R. 1915, 3 K.B. 249), and the following points were decided: (1) That a chauffeur may in law be a member of the working classes, and that it was for the Board to determine as a matter of fact whether houses were "intended to be used as dwellings for the working classes" within the enactment as to "back-to-back" houses (s. 43 of the Act of 1909, now s. 17 of the Act of 1925); and (2) That it was for the Board to determine as a matter of fact whether houses were "back-to-back," and that in law the houses in question could be treated as such. Five dwellings, each comprising three living rooms, a bath room, and a water-closet, and erected over a garage, faced in one direction and, to the extent of two-thirds, had common backs to five similar dwellings over garages facing in the opposite direction. The remaining one-third was in each case a ventilating shaft or area about 6 feet square. Each dwelling could only be approached by a staircase from the garage underneath. In September, 1913, the district surveyor certified that all ten dwellings had been constructed in conformity with the London Building Act, 1894. Closing orders were made in December, 1913. On the 7th September, 1915, the Board made an order quashing the closing orders, but did not say upon which of the above grounds they did so. For a successful appeal against a demolition order, see the *Burnley Case*.

A writ, claiming an injunction restraining a local authority from acting upon certain closing and demolition orders on the

ground that the statutory procedure had not been followed, was issued more than six months after the making of the last order. Before delivery of the statement of claim, the local authority moved to stay the action on the grounds (*a*) that an appeal to the Minister was the only remedy, and (*b*) that the action was barred by the Public Authorities Protection Act, 1893. The motion was dismissed because the writ was not on its face either improper or an abuse of the process of the court, and the proper time to move was after delivery of the statement of claim (*Wright* v. *Prescot U.D.C.*, 1916, 81 J.P. 43; 13 L.G.R. 41).

This concludes my first heading, "The Repair of Individual Houses," and next week I propose to deal with my second heading, "The Clearance of Slum Areas."

Motor Cars:

Illumination of Rear Identification Number Plates. Validity of the New Regulations.

Up to the 22nd April, 1928, two statutes conferred on the Minister of Transport the power to make regulations as to the illumination of motor cars at night, these being, first, the Locomotives on Highways Act, 1896, s. 2 of which provides: "During the period between one hour after sunset and one hour before sunrise, the person in charge of a light locomotive—popularly called a motor car—shall carry attached thereto a lamp, so constructed and placed as to exhibit a light in accordance with the regulations to be made by the Minister of Transport," and secondly, the Roads Act, 1920, s. 12 (1), of which provides: "The Minister may make regulations . . . (*c*) prescribing the size, shape, and character of the identification marks or the signs to be fixed on any vehicle and the manner in which those signs or marks are to be displayed and rendered easily distinguishable, whether by night or day. Pursuant to these powers the Motor Car (Use and Construction) Order, 1904, and the Road Vehicles (Registration and Licensing) Regulations, 1924, were made. Article II (7) of the Order of 1904 required the lamps to be carried on motor cars pursuant to s. 2 of the Act of 1896, to exhibit, during the hours therein mentioned, a white light visible for a reasonable distance in the direction towards which the car was proceeding, that the lamp should be placed on the offside, and a red light to the rear should be provided. No. 26 of the Regulations of 1924 required that between half-an-hour after sunset and half-an-hour before sunrise, the rear identification plate should be properly illuminated. In addition, the regulations of the various authorities as to lights had to be observed. One important city in the north made a bye-law that during the night time, every carriage should carry two lighted lamps showing towards the front, and motorists from a distance were indignant at being summoned for breach of a local bye-law of which they were completely ignorant, when they were complying with the general regulations by carrying one lighted front lamp on the offside.

After a full enquiry, Parliament passed the Road Transport Lighting Act, 1927, which came into force on the 22nd April last, one of the objects of which was to make the requirements as to lights similar throughout England and Wales. With this object in view, s. 11 was passed. Sub-section (1) thereof repeals the enactments mentioned in the schedule, which includes the whole of the Locomotives on Highways Act, 1896, so far as it relates to lights on vehicles, but does not include any portion of the Roads Act, 1920. Sub-section (2) thereof provides: "The powers of any *local or other authority* under any Act *to make* orders, bye-laws, or *regulations* with respect to the carrying of lights by vehicles on roads (other than lights carried for the purposes of internal illumination or for illuminating taximeters) shall cease and determine, and *any Act* or order having the force of an Act, and *any regulations* made under such an Act or order, and any bye-law made under the power conferred by any Act, so far as the same relates to the carrying of lights by vehicles on roads (other than as aforesaid) and any order made under sections 3 or 4 of the Lights on Vehicles Act, 1907, *shall cease* to have effect." The Parliamentary draughtsman seems to have been a little uncertain as to the object of the Act, because instead of describing it as a Consolidation Act, he has intituled it as "An Act to regulate further the lighting of vehicles."

The obligatory lights to be carried by vehicles at night was dealt with by s. 1, sub-s. (1) of which provides: "Subject to the provisions of this Act and of any regulations made *thereunder* by the Minister of Transport, every vehicle on any road shall during the hours of darkness carry (*a*) two lamps each showing to the front a white light visible from a reasonable distance; (*b*) one lamp showing to the rear a red light visible from a reasonable distance, and every such lamp shall . . . be attached to the vehicle in such position *and manner* as the Minister may by regulations prescribe." Sub-section (2) authorises the Minister by regulation to exempt from any of the requirements of the Act certain specified vehicles. Sub-section (3) provides: "The Minister shall have power by regulations to add to, or vary, the requirements of this Act, and to require or permit distinctive lamps to be carried displaying lights of such colour, etc., as may be prescribed, in the case of public service vehicles, etc. Sub-section (4) defines the "hours of darkness." Section 2 (2) provides: "No vehicle shall carry any light other than a red light to the rear," and it was considered necessary to specially exempt from this provision lamps carried for the purpose of illuminating a number plate. This shews that the illumination of number plates was not forgotten by the draughtsman of the Act, that lamps carried not for the purpose of indicating the presence of a car on the road and the direction in which it was proceeding, but lamps carried for the purpose of internal illumination or of illuminating a number plate, taximeter, etc., were considered as "the carrying of lights by vehicles on roads," as mentioned in s. 11 (2).

By virtue of s. 11 (2) all local bye-laws relating to lights on vehicles, Art. II, 7, of the Motor Car (Use and Construction) Order, 1904, and regulation 26 of the Road Vehicles (Registration and Licensing) Regulations, 1924, ceased to have effect, and motorists, though required to carry a red light to the rear, were no longer required to have their rear identification plate properly illuminated. Under these circumstances, the Minister of Transport on the 12th June, 1928, made the Road Vehicles (Registration and Licensing) Amendment Regulations, 1928, requiring the proper illumination of rear identification plates of motor cars on roads during the "hours of darkness." These Regulations purport to be made "in pursuance of the powers conferred on him under or by virtue of the Roads Act, 1920, and of every other power enabling him in this behalf." The question has been raised whether these Regulations are *ultra vires*.

Under s. 11 (2) the powers of any local or other authority under any Act to make regulations like these have ceased to have effect. Even, if by the *ejusden generis* rule, the Minister of Transport is not included in the expression "any local or other authority," this does not overcome the difficulty, because the sub-section goes on to provide that any Act so far as the same relates to the carrying of lights by vehicles on roads other than as therein mentioned shall cease to have effect, and it is submitted that these words are wide enough to include the Roads Act, 1920, s. 12 (1) (*c*).

Two further points remain. It has been contended that the opening words of s. 1 (3) enables the Minister by regulation to add to, or vary, the requirements of the Act *generally*. If this be so, they confer upon the Minister the power to revoke the whole of the Act and to re-draw one to his liking. It is confidently submitted that no judge would favour this construction, and that these powers are confined to the special classes of vehicles mentioned in the sub-section. The second point is that s. 1 (1) requires every vehicle on

any road at night to carry a lamp showing to the rear a red light visible from a reasonable distance, such lamp to be attached to the vehicle "in such position and manner as the Minister by regulation prescribe." These words do not appear to authorise the Minister to require the rear lamp properly to illuminate the rear identification plate.

Therefore, it is submitted that the Road Vehicles (Registration and Licensing) Amendment Regulations, 1928, are *ultra vires*. This is an unfortunate conclusion. The object of passing the Road Transport Lighting Act, 1927, was a laudable one, namely to provide a complete code of the law relating to the lighting of vehicles on roads during the night time. The requirement as to the illumination of rear identification plates should have been inserted in the Act itself, and then the Act and the regulations explaining its requirements would have formed such a code, with the exception of the local authority's hackney carriage bye-laws requiring internal illumination or the illumination of taximeters. These were excepted for the reason that it was undesirable to put local authorities to the trouble and expense of remaking and reprinting their hackney carriage bye-laws.

A Conveyancer's Diary.

Building Schemes— *continued.*

In last week's article we discussed some of the essential qualifications for a building scheme as set out in the dictum of Farwell, J., in *Osborne* v. *Bradley*, 1903, 2 Ch. 446. There remains, however, to be considered the more recent elaboration of this doctrine.

In *Elliston* v. *Reacher*, 1908, 2 Ch., at p. 384, Parker, J., laid down the following rules:—

(1) Both the persons entitled to the benefit of the covenants as well as those who are liable for the performance of them must derive title under a common vendor.

(2) The vendor must, before sale, have laid out the estate, or a defined portion of the estate, in lots, subject to restrictions intended to be imposed on all the lots, and which, though varying in details as to particular lots, are consistent only with the general scheme of development.

(3) That these restrictions were intended by the vendor to be for the benefit of all the lots intended to be sold.

(4) That the purchasers, at the sale from the common vendor, purchased their lots on the footing that the restrictions were to be mutually observed.

It will be seen that the above rules, though stated in more general terms, closely follow the rule laid down in *Osborne* v. *Bradley*, *supra*, and that the principle underlying both these decisions is that stated in *Spicer* v. *Martin*, 1888, 14 App. Cas. 12. The later part of the decision in *Elliston* v. *Reacher* introduces a new determining factor of great importance.

It will be remembered that the pre-requisite for a building scheme is mutuality of contract, and in *Osborne* v. *Bradley* it was stated that this contract must be clearly shown in the conditions of sale.

Parker, J., in his judgment in *Elliston* v. *Reacher*, goes back to *Spicer and Martin*. He doubts whether the explanation of mutuality of contract is always a satisfactory one, and in support of his doubt instances the case of a sale by private treaty. In such a case it is possible that sales may be made at differing times under such circumstances that there could not be said to be any mutuality of contract. Take, for instance, the case where a previous purchaser had died. How could there be said to be a contract implied between him and a subsequent purchaser?

These considerations lead to very considerable widening of the doctrine in *Osborne* v. *Bradley*.

Parker, J., goes back to *Spicer* v. *Martin* and says that where it is proved that a general observance of the restrictions enhances the value of the several lots offered for sale, it is an easy inference that the vendor intended the restrictions to enure for the benefit of each of the lots sold.

In such a case the mutual liability between the covenantors is based on the dictum of Lord Macnaghten in *Spicer* v. *Martin* that community of interest imports reciprocity of obligation.

The above doctrine is, of course, a very wide one; wide enough even to catch cases where land is sold, subject to restrictions, by auction without proper contract as to the mutuality of the liability for the restrictions, but it is not wide enough to cover cases where a change in the character of the neighbourhood renders the restrictions mutually beneficial, for rules (3) and (4) have the effect of restricting the effect of the later part of the judgment. It is clear that under these rules the restrictions must have been mutually beneficial from the date of the first sale.

The dictum does, however, bring back the question to one which is to be determined solely on the footing of intention, and intention, as we have shown before, is capable of being proved in many different ways.

This decision does not, however, affect the general rule that where property is sold in lots the conditions of sale ought to show mutuality of contract as well as common interest, and failure to do this will probably be considered as an indication that there was no intention that the restrictions should be mutually binding between the purchasers. In other words, the rule in *Osborne* v. *Bradley* is the first rule to be applied, but where circumstances make this inapplicable, *Spicer* v. *Martin*, as extended by *Elliston* v. *Reacher*, provides an alternative test.

The above authorities were held by the Court of Appeal to govern the case of *Reid* v. *Bickerstaff*, 1909, 2 Ch., at p. 319, where it was held that want of uniformity between the covenants and the failure to define the area to be affected by the restrictions showed that no building scheme existed.

Buckley, L.J., again relying on *Spicer* v. *Martin*, said, that in his opinion two conditions had to be satisfied in order to enable a court to hold that a building scheme existed. The first was that defined lands constituting the estate affected by the scheme had to be identified, and the second was that each purchaser should take with clear knowledge of the reciprocal benefit and obligation.

The principles of *Elliston* v. *Reacher* were applied by Clauson, J., in *Torbay Hotel Ltd.* v. *Jenkins*, 1927, 2 Ch. 225, though in this case no building scheme in the ordinary sense existed, for the estate had already been fully developed.

There was, however, evidence to show that the owners of the estate were alienating the fee simple from time to time under a systematic policy of which mutuality of obligation on the part of the purchasers was an essential part, and the geographical area to be affected by the restrictions was clearly defined.

In this case, also, it was pointed out that the court will be reluctant to extend the principles relating to building schemes, but it seems possible that, without altering the underlying principles, the court may widen their application from time to time as need arises.

In conclusion we offer the following general notes derived from the above authorities as a guide to show what conditions should be complied with before a building scheme can be constituted—

First, there must be a common vendor.

Secondly, there must be a well-defined area constituting an estate or a part of an estate to be affected by the scheme.

Thirdly, there must be a settled policy regarding the development of the estate, and at the date of each sale this policy must be known and agreed to by each of the purchasers and by the vendor.

Fourthly, there must be a number of restrictions of such a nature as to impose mutual rights and obligations on the purchasers,

Fifthly, the estate must be sold to purchasers each of whom are aware of the restrictions binding on and enforceable by the other purchasers.

Protected Life Interest and Covenant to Settle after-acquired Property.

Where a covenant has been entered into to settle after-acquired property and a gift is afterwards made to the covenantor of property falling within the covenant, the donor cannot, by a mere expression of an intention to that effect, exclude the application of the covenant to the property comprised in the gift: *Scholfield* v. *Spooner*, 26 Ch. D. 94. If, however, the interest given to the covenantor is of such a character that, were the covenant to be held applicable to it, the beneficiary could never in fact derive any benefit from it, and the interest purported to be given would in fact "be destroyed at its birth," the covenant will not embrace the interest: *Re Crawshay*, 1891, 3 Ch. 176.

In *Re Smith*, 1928, 1 Ch. 10, there was a marriage settlement giving successive life interests to the covenantor and his wife, with remainder to the children of the marriage. The settlement contained a covenant to settle all property, not exceeding £1,000 in value to which the covenantor should become entitled during the continuance of the marriage. The covenantor became entitled under his father's will to receive the income of certain property until any event should happen by or in consequence of which he would cease to be entitled to receive such income.

Clauson, J., applying the principle in *Re Crawshay, supra*, held, that the covenantor's protected life interest was not caught in his covenant to settle after-acquired property. "The interest here," observed the learned judge, "is of such a character that, if the covenant does in terms apply to it, the effect of the covenant itself is to destroy the interest as soon as created. I am accordingly bound, if possible (and in my opinion it is possible), to construe the covenant so as not to apply to the interest given by the will."

Landlord and Tenant Notebook.

Decontrol by Long Lease.

The recent decision of a Divisional Court in *Kingsley* v. *Adler*, *Times*, 22nd January, 1929, is of importance because it authoritatively determines a point under the Rent Acts, as to which there might have been some doubt before.

The particular provision in the Rent Acts to which that decision relates is the section relating to de-control by means of the grant of a long lease, viz., s. 2 (3) of the Rent and Mortgage Interest Restrictions Act, 1923, which as far as material is as follows:—

> "Where, at any time after the passing of this Act, the landlord of a dwelling-house to which the principal Act applies grants to the tenants a valid lease of the dwelling-house for a term ending at some date after the twenty-fourth day of June nineteen hundred and twenty-six, being a term not less than two years, or enters into a valid agreement with the tenant for a tenancy for such a term, the principal Act shall, as from the commencement of the term, cease to apply to the dwelling-house, and nothing in the principal Act shall be taken as preventing or invalidating the payment of any agreed sum as part of the consideration for such lease or agreement."

The facts in *Kingsley* v. *Adler* were briefly as follows: In October, 1920, the whole of a house had been let by the landlord, the appellant, to the respondent, Adler, for a period of three years, expiring on the 25th September, 1923. In September, 1923, the landlord commenced proceedings for the recovery of possession but these proceedings were settled by an agreement between the parties dated 25th July, 1924, whereby the landlord agreed to let six rooms in the house to the tenant on a new tenancy for 204 weeks, the landlord retaining the two remaining rooms in the house for his own occupation.

Subsequently the landlord commenced proceedings for the recovery of the six rooms, which had been let under the new agreement, claiming that the rooms had been de-controlled under sub-s. (2) of s. 2.

The point was raised that there had been no de-control, inasmuch as the new letting was of six rooms only, and not of the whole of the house, so that the new letting was not to be regarded as a letting to a sitting tenant.

Now in *Bartram* v. *Brown*, 1929, 1 K.B. 103, it was held that in order that there should be de-control under s. 2 (2), it was necessary that the new letting should be to a sitting tenant, the expression "the tenant" in sub-s. (2) having been construed to mean a person in occupation as tenant of the dwelling-house at the time when the new lease was granted. It was accordingly argued in *Kingsley* v. *Adler* that the respondent Adler could not be regarded as "the tenant" within the meaning of sub-s. (2) of s. 2, inasmuch as at the time of the granting of the new lease he was not the tenant of the six rooms which were let to him by that lease, but the tenant of larger premises, in which however those six rooms were included.

The Divisional Court, however, refused to take this view, considering themselves bound by the decision of the Court of Appeal in *Lloyd* v. *Cook*, 1929, 1 K.B. 103, 105, in which case a similar point arose, which fell to be decided, however, under sub-s. (1) of s. 2 of the Act of 1923.

In *Lloyd* v. *Cook*, the landlord had let three rooms, and, after having come into actual possession of them, subsequently let two of the rooms to another person. It was held by the Court of Appeal that, as the landlord had come into actual possession of the three rooms, the whole and every part of the dwelling-house thereby constituted was outside the Act, so that on the subsequent letting of the two rooms, e.g., a part of the de-controlled dwelling-house, that part was also de-controlled.

The Divisional Court accordingly held, in *Kingsley* v. *Adler*, that the principle of *Lloyd* v. *Cook* was applicable, and that the six rooms in question were accordingly de-controlled.

In his judgment in this case, SHEARMAN, J., said: "It was decided in the considered judgment of the Court of Appeal (in *Lloyd* v. *Cook*, etc.) that the term 'landlord' included the person who was suing as landlord in respect of the dwelling-house, which was the subject-matter of the suit and was practically equivalent to 'owner.' It appeared, therefore, when one came to construe s. 2 (2) of the same Act, that the plaintiff in the present case was the landlord of a dwelling-house comprised by those six rooms, and that he had granted to the tenant a valid lease of the dwelling-house, the words 'the dwelling-house' referring back to what was described in the opening words of the section as 'a dwelling-house,' in the present case the six rooms."

Our County Court Letter.

MEANING OF THE WORD "FAMILY."

THE meaning of the word *family* in connexion with the Rent Restriction Acts was discussed in the case of *St. Catharine's College, Cambridge* v. *Howes*, in Cambridge County Court on the 16th ult.

The facts of this case were as follows:—

The plaintiff college owned a freehold cottage, No. 121 Granchester Meadows, which for many years had been let on a verbal agreement to Miss Emma Gray, a spinster, at a rent of £4 10s. *per annum*, payable quarterly.

For fifteen years the defendant, Mrs. Florence Howes, a widow and a niece of Miss Gray, had resided with her.

Miss Gray died intestate, on the 3rd of March, 1928. On the 25th March Mrs. Howes paid rent for the cottage up to Lady Day, which payment was accepted by the college, and from the death of Miss Gray she continued to reside in the cottage and claimed to be the rightful tenant.

The real question at issue was whether the defendant, as niece of the deceased tenant was entitled to claim that she was a member of the deceased tenant's family.

The judge asked whether the word "family" had ever been judicially defined, and it was stated by counsel that *Salter* v. *Lask*, 1925, 1 K.B. 584, was the only case on the point under the Rent Restriction Acts, where counsel stated in his argument that it had been held that a husband was a member of his wife's family.

It was also stated that in a similar case in Bedford County Court, about three months before, the judge had held that a collateral relation, not connected by ties of blood, was not a member of the family.

Counsel for the plaintiff contended that "family" had the same meaning as in the Workmen's Compensation Act, and that, accordingly, was restricted to meaning "wife or husband, father, mother, grandfather, grandmother, stepfather, stepmother, son, daughter, grandson, granddaughter, stepson, stepdaughter, brother, sister," etc.

The judge referred to a statement in "Rent and Mortgage Interest Restrictions," p. 45, by the editor of "Law Notes," which stated that in some cases the word might include servants.

Without giving any reason for his decision the judge intimated that he was in favour of the defendant, but it appears to us that the case was a very special one, owing to the length of time during which the defendant had resided in the cottage, and because, as stated by her counsel without contradiction, she had for many years been almost, if not quite, in the position of an adopted daughter to Miss Gray. We do not think that this decision would necessarily be followed in other circumstances, for to bring in collateral relations into the meaning of the word "family" in reference to the Rent Acts would be to widen the scope of the Acts in favour of a class of tenants who, we think, ought not to be able to seek protection under the word "family."

If nieces are admitted why should not cousins also be included and then where will it stop?

Practice Notes.

RESTRICTIVE CLAUSES IN SERVICE CONTRACTS.

The Divisional Court have upheld the decision of His Honour Judge Ivor Bowen in the case of *Madeley* v. *Rhodes*, at Shrewsbury County Court. The plaintiff had sued the defendant and his son on a covenant in a deed of apprenticeship, which provided that after the expiration of the term the son would not during his life practise as a hairdresser or assistant hairdresser in the Urban District of Wem. Mr. Justice Swift stated that the onus was on the plaintiff of showing that the restriction was no greater than was reasonably necessary, and neither court had been satisfied on that point. It was completely contrary to public policy that boys apprenticed to trades should be restricted by a provision that after the apprenticeship they were to leave the neighbourhood, and no longer be able to earn a livelihood in the district in which they had been born and brought up. Mr. Justice Acton concurred in dismissing the appeal.

Even a confidential clerk may obtain relief from an unreasonable restriction, as shown by the recent case of *Thomas* v. *Dawson* at Cardiff County Court. The plaintiff was an auctioneer, and claimed damages and an injunction in respect of a breach of a covenant by the defendant not to carry on business within a specified area of twenty-five miles for a period of five years. The defendant had entered the employment of the plaintiff in 1918, and had been entrusted with the confidential management of the business. After giving notice the defendant had left in September, 1928, and on the 1st October he had held an auction at Peterston, which was within the specified radius, his case being that (*a*) the agreement was void; (*b*) alternatively the restriction was too wide and afforded more than adequate protection to the plaintiff. His Honour Judge L. C. Thomas came to the general conclusion that—although the area mentioned in the agreement was twenty-five miles, and extended into Monmouthshire—the main portion of the plaintiff's business was in close proximity to Cardiff, and the number of transactions in the direction of Monmouthshire was infinitesimal. The application of the clause was therefore not only greater than was reasonably necessary for the protection of the plaintiff, but was also to be reviewed in the light of an important piece of evidence. The defendant stated that on giving notice he had been asked his intentions by the plaintiff, and that the latter, on being told that the defendant had bought the cattle mart at Peterston, had advised the defendant to re-sell it. With regard to the restrictive covenant the plaintiff had remarked that they had always got on well together and that he would do whatever he could to help the defendant. The plaintiff denied this conversation, but His Honour accepted the defendant's version, and held that the plaintiff was debarred from taking advantage of the clause. Judgment was therefore given for the defendant with costs.

Neither of the above cases involved the important question of severability, which was considered in *Putsman* v. *Taylor*, 1927, 1 K.B., by the Divisional Court, at p. 637, but was held not to arise by the Court of Appeal, at p. 741. The plaintiff had three tailor's shops in Birmingham, and the defendant, being employed as manager and cutter, had agreed that after the expiration of his contract he would not for five years (1) trade as a tailor on his own account; (2) be employed by a specified competitor of the plaintiff; (3) engage in any kind of employment with any tailor in the same streets as the plaintiff's three shops. The late Judge Dobb refused an injunction on the ground that the defendant's promise was invalid as being in restraint of trade. In the Divisional Court the late Mr. Justice Salter and Mr. Justice Talbot held that the promise not to take service with any tailor at one of the specified addresses could be severed and enforced, and an injunction was therefore granted. This was upheld by the Court of Appeal (Lords Justices Bankes and Sargant and Mr. Justice Avory) on the ground that, apart from the question of severability, the whole clause was not an unreasonable protection for the plaintiff.

Obituary.

Mr. J. R. HARTLEY.

We much regret to announce the death of Mr. James Richard Hartley, senior partner in the firm of Hartley, Son & Coupe, which has deprived the profession of another prominent member. For many years Mr. Hartley has practised at Rochdale, in Lancashire, first as solicitor in private practice and more recently as clerk to the Rochdale Borough Justices, to which clerkship he was appointed in 1891 in succession to the late Mr. Joseph Heap. Mr. Hartley, who was born in 1854, and educated at Rossall School, was admitted a solicitor in 1877. For many years before being appointed clerk to the magistrates, Mr. Hartley served as a member of the borough council in the Conservative interest, and was a leading figure in the political, social and municipal life of the borough. He leaves one son, Mr. Cecil R. Hartley, who is a partner in the firm of Hartley, Son & Coupe, and three daughters.

POINTS IN PRACTICE.

Questions from Registered Annual Subscribers only are answered, and without charge, on the understanding that neither the Proprietors, nor the Editor, nor any member of the Staff, is responsible for the correctness of the replies given or for any steps taken in consequence thereof. All questions must be typewritten (in duplicate), addressed to The Assistant Editor, 29, Breams Buildings, E.C.4, and contain the name and address of the Subscriber. In matters of urgency answers will be forwarded by post if a stamped addressed envelope is enclosed.

Affirmative Covenant to Repair Fence—Benefit and Burden whether Running with Land.

Q. 1550. In 1906 A conveyed a strip of land which really consisted of a right of way to B, and B covenanted with A as follows: "And the purchaser for himself his heirs executors administrators and assigns doth hereby covenant with and to the vendor his heirs executors administrators and assigns that he the purchaser his heirs and assigns will forthwith erect and hereafter maintain on the north side of the said piece or parcel of land coloured green on the said plan a wall or wood or iron fence not less than five feet in height from the ground" (that is to say, on the side of the strip which adjoined A's remaining land). B erected the fence, and in 1911 conveyed his land, including the strip in one block coloured red to C, and C entered into a covenant to maintain the fence on part only of the boundary, but not including the part of the strip which had been corporated in the block coloured red. B retained no property in the neighbourhood. A has sold the land adjoining the strip to D, but no particulars of this conveyance are at present available. B is now deceased. C refuses to maintain the fence (which has fallen down) not included in his express covenant, and D is demanding the repair of the fence from B's personal representatives on the ground that he is entitled to the benefit of B's covenant with A.

B's representatives point out that they cannot as of right now enter upon the property to do the necessary work as they would be trespassers, and contend that C at all events took his conveyance with notice of the covenant. There appears to be no doubt that the conveyance of 1906 was handed to C in 1911. Can B's representatives be called upon to perform B's covenant to erect and maintain the fence, and if so how can they now do so?

A. The law as to such covenants is in an unsettled state. In Case 2, p. 451, of "Everyday Points of Practice," it is pointed out that the burden of a covenant to repair a fence might possibly run with the law as a spurious easement (see *Lawrence* v. *Jenkins*, 1873, L.R. 8 Q.B. 274, a case of prescriptive right to have a fence repaired). If this is so, C may be liable to be sued direct. It would seem, in any case, that the *benefit* of the covenant might run with A's land (see the judgment of Lindley, L.J., in *Austerberry* v. *Corporation of Oldham*, 1885, 29 C.D. 750, and *Dyson* v. *Forster*, 1909, A.C. 98), so that D can sue in the covenant. B's representatives cannot be called upon to enter on C's land and execute repairs, but may be liable to an action for damages, if they have not already distributed B's estate and protected themselves by the statutory advertisements. It is suggested that all papers relating to the sale from B to C should be looked up, and it may be found that the agreement for sale was subject to the liability as to the repair of the fence in question, and that the omission of reference to it in the conveyance was an oversight. If so, it would be possible to have the conveyance rectified.

Partnership—Effect of Exercise of Power of Expulsion.

Q. 1551. A deed of partnership between three persons contained a clause that on the expulsion of a partner, the continuing partners "shall succeed to the share of the expelled partner in the partnership business and the property and goodwill thereof and shall undertake all the debts liabilities and obligations of the partnership Upon trust" as thereinafter provided. The following questions arise:—

(1) Does the clause operate to vest the expelled partner's share in the continuing partners subject to the trusts declared?

(2) If so, would it not include the interest of the expelled partner in the firm's banking account?

(3) Even where every cheque had to be signed by the three partners?

(4) Is not notice to the bank of the contents of the above-quoted clause and production to them of the original duly executed by the expelled partner sufficient authority to indemnify the bank?

(5) Are the bank justified in insisting on the express written authority of the expelled partner?

A. (1) Subject to the caution that one cannot interpret the deed without perusing the whole of it, and to the power having been properly exercised, the *right* to the property and goodwill would vest in the remaining partners, but the *legal* title to all the assets would not necessarily vest in them.

(2) to (4). The bank balance is undoubtedly part of the property of the partnership, unless the word property is shown by context to be used in a more limited sense, but the balance is a debt, and the clause does not appear to constitute an assignment within s. 136 of the L.P.A., 1925. Moreover, the bank is certainly not bound to accept your word that a partner has been legally expelled and is entitled to a written authority from the partner in question before honouring the signatures of the other partners.

Landlord and Tenant Act, 1927.

Q. 1552. The tenant has occupied business premises for over eighteen years, and his present lease expires on 25th March, 1929. The landlord has expressed his willingness to grant a further lease for fourteen years at the expiration of the present lease at a rental nearly three times as much as the present rent. Can the tenant, having regard to the fact that the present lease expires next March quarter day, give notice accepting the landlord's offer of a new lease, but requiring the rent to be assessed by the tribunal under the L.T.A., 1927?

A. No; the tenant has no remedy here under the L. & T.A., if his lease expires by effluxion of time, unless he can insist on staying on as a statutory tenant under the Rent Acts.

Husband and Wife—Marriage of Minor by Banns, Whether Mother's Consent necessary as well as Father's.

Q. 1553. A wishes to marry B, an infant female who is over fourteen years of age, after publication of banns. B's father consents to the marriage but the mother does not. Having regard to s. 9 (3) of The Guardianship of Infants Act, 1925, and s. 8 of The Marriage Act, 1823, is the consent of the mother necessary?

A. The sections are ambiguous. Reading s. 8 in the light of the (repealed) s. 16, it can be taken that the words "one of them" apply only to guardians. But reading s. 8 alone, in the light of The Guardianship of Infants Act, 1925, it can be taken that either parent can dissent, for the declared purpose of the Act last cited is to put father and mother on the same footing. We are inclined to think that the ambiguity was wilfully left out of a desire not to alter in any way the existing law as to marriage by banns. The mere fact that "parents" (in the plural) occurs in s. 8 of The Marriage Act, 1923, does not help,

because the plural is required even if only fathers are in contemplation, for there might be two fathers where both parties were under age. On the whole we advise that the marriage cannot lawfully be celebrated without the mother's consent, and we think this is the view the courts are most likely to take. But we speak with a little hesitation. The point could be very well argued either way.

Motor Cars—Drivers—Two Persons controlling Mechanism—Whether both are "Driving."

Q. 1554. A was being taught to drive a motor car. She was seated in the driver's seat with her instructor by her side, and he had the steering in his hands. The car collided with a cyclist, and damage was done to the cycle. A summons has been served on A under s. 1 (1) of the Motor Car Act, 1903, for dangerous driving. Can it be contended under the circumstances that A was not the driver of the car at the time of the accident? Is there any authority covering this point? The definition clause in the Act does not seem to help. A was the owner of the car.

A. There is no authority. But A, in the driver's seat, had control of part of the driving apparatus. The case is analogous to that of certain heavy motor cars which require one man to steer and another to deal with other controls. Both have been held by Metropolitan magistrates to require licences to drive.

Right to Appoint Church Organist.

Q. 1555. In the preparation of an agreement on the appointment of an organist for a church a question has arisen as to who should be made parties to the agreement. Should the incumbent or the parochial church council contract on behalf of the church?

A. Primarily the incumbent has the right of appointing the organist, as this is ancillary to the right of controlling the organ and choir, which is exercisable by the incumbent subject to the control of the bishop. See *Wyndham* v. *Cole*, 1875, 1 P.D. 130. By custom, agreement, or terms of endowment, the right to appoint the organist may rest with the churchwardens or the parochial church council as their successors. In the absence of any such custom, the incumbent should therefore contract on behalf of the church, and a clause should in that event be inserted that the agreement shall terminate with the incumbency of the present holder.

Settlement—Derivative Settlement—Duration of Settlement.

Q. 1556. A died in 1901 having *inter alia* devised certain freehold property to his step-daughter, X, for life, and after her death to his son absolutely. X and Y were appointed executrices, but X only proved his will. X died in 1927, having appointed two executors of her own will, both of whom proved. The son, who predeceased X, left his real and personal estate to his widow for life, and after her death to his children equally. The widow and two children are still alive. The above freehold has been sold, and the question arises as to the proper parties to convey. Can the personal representatives of X make a good title—if not, who can?

A. The will of A, coupled with the will of his son, is not a compound settlement, for the will of A constituted a complete settlement, the son's will being merely a derivative settlement subsequently made by a remainderman: see note (*c*) at p. 428 of vol. 23 of "Chitty's Statutes" and the cases there cited. Accordingly, on the death of X the settlement came to an end and the legal estate which was vested in X (L.P.A., 1925, 1st Sched., Pt. II, para. 6 (*c*)) became vested in her general executors, who can sell the property: *Re Bridgett and Hayes' Contract*, 71 S.J. 910; 1 Ch. (1928) 163. For the purposes of this reply we assume assent to the devises of A's will.

Mr. John Gaskell, Chief Clerk at Bow Street Police Court, has resigned that position, after thirty-eight years' service, owing to ill-health.

Correspondence.

Covenant to Repair a Fence.

Sir,—I have some difficulty in following the argument in "A Conveyancer's Diary," on p. 54, in answer to my letter. There was no question in the cases cited of the grant of any easement, other than the "spurious easement" of maintaining a fence. Such maintenance involves spending money, and a covenant to maintain a fence is therefore a positive covenant within the doctrine of *Austerberry* v. *Oldham Corporation*, 1885, 29 C.D. 750. Is it "A Conveyancer's" contention that a covenant to fence no longer runs with the land?

28th January. A. F.

["A Conveyancer's" contention is that a covenant to repair a fence never did run with the land. If "A.F." refers to the authorities on this point, particularly the case of *Austerberry* v. *Oldham Corporation*, he will appreciate that this must be so.—Ed., *Sol. J.*]

Covenant to Repair Boundary Fence.

Sir,—I have at present a perfectly open mind on the question whether the burden of a covenant to repair a boundary fence can pass on devolution of the land, but as it is a question of great importance on every building estate, I should like to ask the learned contributor of "A Conveyancer's Diary" to deal with the following points:—

(1) If the right to have a boundary fence between two properties kept in repair is a spurious easement, must it not exist on the presumption of a lost grant?

(2) If the answer to (1) is "Yes," then is not a modern grant equally effective to impose a burden on succeeding owners?

(3) If an obligation to repair running with land can be imposed by a grant, why not by a covenant?

(4) Is there any reason why a covenant to keep in repair should not be construed as the grant of a spurious easement?

(5) If the answers to (3) and (4) are "No," what words can be inserted in a conveyance by way of grant of a spurious easement which will impose an obligation to repair binding on succeeding owners?

26th January. Ernest I. Watson.

[We are much obliged to our correspondent for raising this point, and will deal with it later.—Ed., *Sol. J.*]

Agricultural Credits Act, 1928.

Sir,—In your issue of the 19th January, Messrs. Stringer and Hetherington ask for the views of other solicitors on the effect upon a farmer's credit of the giving of an agricultural charge.

Undoubtedly there is among merchants and others in the habit of giving credit to farmers a good deal of nervousness about this Act, but I think that much of it is due to misunderstanding. They look upon an agricultural charge as something like a bill of sale and assume that a farmer who gives such a charge must be on the verge of insolvency. But this assumption is entirely false. A study of the Enfield Report (Ministry of Agriculture Economic Series No. 8) shows that the Act is an attempt (*a*) to provide the farmer with a single source of credit, the cost of which is certain, ascertainable and reasonable, namely his bank, in place of numerous credits from various dealers, the cost of which are uncertain, unascertainable and not always reasonable, and (*b*) to make available in support of that credit the very substantial assets appropriate to support it, namely, the farmer's stock and crops.

The solvent farmer who decides to avail himself of the Act has no need to fear that writs will be served upon him, for he

will use the overdraft which he will get under the agricultural credit for the purpose of paying the merchant and dealer what he owes them, and for the future will deal for cash and be free to buy and sell in the most favourable market, instead of being tied to dealers to whom he owes money.

The farmer who is insolvent, or on the verge of insolvency, and has recourse to an agricultural charge "as a last expedient" (to use Messrs. Stringer & Hetherington's phrase), had better first tell his principal creditors that he proposes to give an agricultural charge for the purpose of reducing his debts to them. If he goes to his bank with a complete list of his debts he ought to be able to get a sufficient overdraft to put his affairs in order. If not, it will be because his position is already hopeless. The agricultural charge cannot convert an insolvent farmer into a solvent one, but by substituting one creditor for many it can help him to know his position and to get credit on the cheapest possible terms. In this way he may be able to improve his financial position.

For these reasons, I beg leave to suggest that Messrs. Stringer and Hetherington's advice to farmers "to consider the creation of an agricultural charge as a last expedient only" is incorrect. On the contrary, a prudent and solvent farmer cannot find a better way of meeting the varying money needs of a seasonal occupation such as farming. But the merchant and trader certainly need a full explanation of the new procedure, under which they stand to benefit by making fewer bad debts and by having to give much less credit.

Bury St. Edmunds, S. J. M. Sampson.
28th January, 1929.

Reviews.

Cases in Constitutional Law. By D. L. Keir and F. H. Lawson. pp. xxvii and 479. Oxford: The Clarendon Press.

The rules of constitutional law, whereby every citizen is affected alike, are constantly changing, both with Parliamentary enactments and with judicial decisions. During recent years particularly, the careful student of the Constitution must have noted measures and decisions which, while conveying little to the ordinary citizen, have effected far-reaching changes in "the distribution and exercise of sovereign power." Thus, for example, the enormous development in the powers of Government departments and of local authorities, together with the increase in subordinate legislation and the exercise of "discretionary authority" is tending to establish that administrative law which Dicey declared to be "unknown to English judges and counsel"; whilst again, the recent war and the disturbances in Ireland have made it necessary for the courts to elucidate many problems connected with the powers of the Crown in time of war, or with that martial law which again Dicey declared to be "utterly unknown to the Constitution."

The present volume, which is apparently the joint work of a lawyer and a historian (a most happy combination), is, therefore, doubly welcome in that it not only provides us with a really sound case-book of constitutional law, but also in that it covers such new and important changes as those referred to above. The authors frankly admit that their standpoint is modern. It is rightly so.

In its arrangement the volume leaves nothing to be desired. Divided into such sections as legislation, prerogative, Parliamentary privilege, taxation, judicial control of public authorities, remedies against the Crown (these last two sections covering almost 150 pages), the Crown and justice, the Crown and foreign affairs, martial law and the maintenance of order, the Overseas Dominions, each section is prefaced by a brief introduction analysing the rules of law established in the cases to which it relates. These introductions, which the authors modestly call "short essays on special topics," are models of their kind and show great care and learning. The cases which follow are admirably reported, and though readers may find this or that particular case excluded, no one can deny the judgment shown in selection. A table of cases and a full index complete a workmanlike and desirable volume. Only on one page (p.105) have we discovered an error.

The value of studying cases in their original form cannot be overestimated. The student who studies them in this volume will do so with an advantage we would have welcomed with open arms in our own student days.

Legal Parables.

XXIII.

The Two Solicitors who spent a Pleasant Evening.

Mr. Jolly-Knights and Mr. Thorney-Prigg were old friends. Both were much respected in the county towns in which they respectively practised.

They had not met for years until one evening when they both attended a celebration in London, at which they talked over old times and drank many healths.

When they emerged into the cool night air they became somewhat excited, and even Mr. Prigg so far forgot himself as to burst into tuneless song, while Mr. Knights invited a policeman to go home and let him direct the traffic. When the constable remonstrated, both gentlemen suddenly lost their tempers. Mr. Knights hit him on the nose while Mr. Prigg tugged at his belt. In a very few minutes, escorted by the police officer, the two lawyers found themselves in a police station.

Mr. Knights quickly pulled himself together. When the inspector told him the charge of assault on the police, and asked for his name, address and occupation, he replied "John Bloggs, no fixed abode, no occupation. And, Mr. Inspector, I don't ask for bail."

The inspector, who was a kindly and a discerning man, said "Right you are, sir! And don't forget your name in the morning."

Mr. Thorney-Prigg, meanwhile, was loudly, if somewhat incoherently, demanding to be released. He informed the inspector that he was Claudius Thorney-Prigg, the best known solicitor in the north of England, holder of many public appointments, a magistrate for the county and a former mayor of the borough. The charge was monstrous; in fact they couldn't charge him.

"Oh, can't we! You just listen," was all the inspector replied.

So next morning they appeared in court.

Mr. Jolly-Knights, fresh and smiling after a good sleep in the cell, recognised the constable whom he had assaulted, and, apologising humbly, admitted that he ought to have known better. The policeman laughed, and hastily put away the bloodstained handkerchief he had intended to exhibit. Mr. Knights pleaded guilty, expressed unfeigned regret, and heard the constable say the blow was not at all serious and the gentleman had said he was sorry. So "John Bloggs" was duly fined forty shillings.

Mr. Thorney-Prigg was defended by counsel, denied the charge, alleged violence on the part of the police, and called well-known people as witnesses to character. The case excited considerable interest and was in all the papers in London and in Mr. Prigg's own district, where no one had heard of John Bloggs.

Mr. Prigg was fined £5. Moreover, he fears he has not heard the last of it yet, as he expects to appear before a certain august body.

The attention of the Legal Profession is called to the fact that THE PHŒNIX ASSURANCE COMPANY LTD., Phœnix House, King William Street, London, E.C.4 (transacting ALL CLASSES OF INSURANCE BUSINESS), invites proposals for Fidelity Guarantee and Court Bonds. Loans on Reversions and Life Interests. Branch Offices at Byron House, 7, St. James's Street, S.W.1; 187, Fleet Street, E.C.4; 20-22, Lincoln's Inn Fields, W.C.2; and throughout the country.

Notes of Cases.

Court of Appeal.

Shanks *v.* Commissioners of Inland Revenue.

Lord Hanworth, M.R., Greer and Russell, L.JJ. 25th, 26th and 31st October.

REVENUE—SUPER TAX—ANNUAL VALUE OF RESIDENCE ENJOYED JOINTLY WITH ANOTHER UNDER WILL, TOGETHER WITH ANNUAL SUM PROVIDED FOR UPKEEP—INCLUSION IN TOTAL INCOME—INCOME TAX ACT, 1918, 8 & 9 Geo. V, c. 40, ss. 1, 5, 19, 20, Sched. A.

Appeal from the decision of Rowlatt, J., pronounced on 25th June, upon a special case stated by the Commissioners for Special Purposes of the Income Tax.

The respondent, under the will of her father, was entitled, jointly with her mother, to occupy the testator's residence rent free. The testator had also directed his trustees to pay an annual sum of £2,000 towards the upkeep of the house and the payment of rates, taxes and other outgoings, so long as either of the two beneficiaries should continue to reside there. The payment was to cease if both should give notice in writing to the trustees that they did not intend to exercise the option, or if neither should reside in the house for a period of six months, and in that case the property was to become subject to the trust for sale of the residue, the proceeds of sale being distributable amongst several persons, including the respondent and her mother. During the year 1925-1926 both ladies resided in the house and the sum of £2,000 was paid to them. For the purpose of calculating the total income of the respondent for the year last mentioned, which formed the basis for the assessment of super-tax for the year following, there were included the sums of £106 12s. 6d., being half the yearly value of the house for the purposes of Sched. A of the Income Tax Act, 1918, and £1,000, half of the sum of £2,000 above mentioned. The daughter appealed against an assessment of £3,400 which was made against her for purposes of super-tax, contending that neither of these sums ought to be included, but the Commissioners confirmed the assessment. Rowlatt, J., reversed this decision, holding that the testator had created a community of two, consisting of his wife and daughter, for whom he had provided a home and that the individual shares in that home and in the £2,000 provided for its maintenance could not be separated.

On an appeal by the Crown, the COURT OF APPEAL (Lord Hanworth, M.R., Greer and Russell, L.JJ.), in a reserved judgment, reversed this decision on the ground that an assessment under Sched. A was an assessment in respect of the gains and profits from the property and not of the property itself, and therefore each of the two beneficiaries could be properly assessed on a share of the value of the occupation and of the yearly sum of £2,000. The division of these sums was a matter of fact, and the finding of the Commissioners on this point could not properly be disturbed by the court.

Appeal allowed.

COUNSEL: *Sir F. B. Merriman* (Solicitor-General), and *R. P. Hills*, for the Crown; *R. Needham*, K.C., and *H. H. C. Graham*, for the respondent.

SOLICITORS: *Solicitor of Inland Revenue*, for the appellant; *Downer & Lewis*, for the respondent.

[Reported by J. F. ISELIN, Esq., Barrister-at-Law.

Sellick *v.* Hellens.

Scrutton and Greer, L.JJ. 17th December.

LANDLORD AND TENANT—AGRICULTURAL HOLDINGS—COMPENSATION REQUEST BY TENANT FOR REDUCTION OF RENT OF FARM—DEMAND FOR ARBITRATION AS TO THE RENT—TERMINATION OF TENANCY—NOTICE BY TENANT—VALIDITY—AGRICULTURAL HOLDINGS ACT, 1923, 13 & 14 Geo. 5, c. 9, s. 12.

Appeal from Totnes County Court. By a lease, dated 24th March, 1923, the respondent let to the appellants Stidston Farm, South Brent, Devonshire, for a term of seven years, determinable at the end of the fifth year by either party giving to the other twelve months' notice in writing. In October, 1926, the appellants asked the landlord for a reduction of rent. The landlord said that he would give the matter due consideration. On 7th January, 1927, the appellants wrote to the landlord asking for a reduction of rent. The landlord replied asking what reduction the tenants would require. On 11th February, the appellants wrote offering the landlord a rent of £200 a year, and enclosed a notice demanding a reference to arbitration of the question of rent. The landlord replied that he did not consider £200 to be a fair rent, and certainly should not agree to it. On 23rd March, 1927, the appellants sent the landlord a notice to quit on 25th March, 1928, stating: "This notice is given by reason of your refusal to agree to the demand made to you for arbitration as to the rent . . . as from the 25th March, 1928." The arbitrator found as a fact that the landlord did not refuse the demand made to him in writing by the tenants for arbitration, but that within a reasonable time he failed to agree to such a demand. The landlord contended that the notice to quit given by the tenants was not valid within the meaning of s. 12, sub-s. (3) of the Agricultural Holdings Act, 1923, which provides: "Where the landlord of a holding refuses or within a reasonable time fails to agree to a demand made on him in writing by the tenant for arbitration under this Act as to the rent to be paid for the holding as from the next ensuing date at which the tenancy could have been determined by notice to quit given by the tenant at the date of such demand, and by reason of the refusal or failure the tenant exercises his power of terminating the tenancy by notice stating that it is given for that reason, the tenant shall be entitled to compensation in the same manner as if the tenancy had been terminated by notice to quit given by the landlord." The county court judge held that the wrong reason had been given by the appellants in their notice to quit, and that therefore their claim for compensation failed. The tenants appealed.

The Court (SCRUTTON and GREER, L.JJ.) dismissed the appeal, holding that the notice to quit given by the tenants was invalid in that it did not state the reasons given in the sub-section.

COUNSEL: *J. L. Pratt; W. Hanbury Aggs.*

SOLICITORS: *Billing & Co.*, for *Wolferstan, Snell & Turner*, Plymouth; *W. H. Court & Son*, for *Square, Geake and Windeatt*, Plymouth.

[Reported by T. W. MORGAN, Esq., Barrister-at-Law.]

High Court—Chancery Division.

***In re* Wight & Best's Brewery Co. Limited's Contract.**

Maugham, J. 20th December, 1928.

VENDOR AND PURCHASER—TRUST FOR SALE—SOLE TRUSTEE—DIRECTION TO PAY PURCHASE MONEY TO PERSONS OTHER THAN SOLE TRUSTEE—PURCHASER OBJECTS TO TITLE—LAW OF PROPERTY ACT, 1925 (15 Geo. 5, c. 20), s. 27—LAW OF PROPERTY (AMENDMENT) ACT, 1926 (16 & 17 Geo. 5, c. 11).

Adjourned summons. This was a summons taken out by a vendor for a declaration that the requisitions and objections of the respondent company in respect of the title to the said freeholds had been sufficiently answered and that a good title had been shown. The facts were as follows: By a deed dated 30th June, 1914, to which the vendor and certain trustees were parties, certain freeholds were vested, subject to incumbrances, in the vendor on trust for sale. The deed provided that the vendor should have the powers of an absolute owner to deal with the property, and that no person dealing with him should be concerned to enquire as to the extent of his powers or as to whether he had given notice to

the trustees in accordance with the terms of the deed or should be concerned to require the consent of other parties, and that the purchase money should be paid to the trustees, whose receipt should be a good and sufficient discharge for the same. By a contract dated 22nd August, 1928, the vendor agreed to sell and the company agreed to purchase the property. The company subsequently objected to the vendor's title, alleging that s. 27 of the Law of Property Act, 1925, as amended by the Law of Property (Amendment) Act, 1926, precluded payment of the purchase money to the vendor.

MAUGHAM, J., after stating the facts, said: *Prima facie* it would look as if the vendor was a trustee for sale. But by a somewhat unusual provision he cannot receive the purchase money which is payable to the trustees. It is apparent that it has to be paid to them, and that their receipt would be a good and sufficient discharge for such payment. The real question is whether it is necessary for the applicant to give directions within the meaning of s. 27, sub-s. (2), of the Law of Property Act, 1925, as amended by the Law of Property (Amendment) Act, 1926, as to the application of the purchase money. It is plain that a purchaser would not get a good title if he paid the purchase money to anybody except the trustees. The present case is not one for the application of s. 27, sub-s. (2), of the Act of 1925, since there is not an application of capital moneys by the direction of the vendor coming within either the language or the intention of that provision. The vendor is selling under a very remarkable trust for sale. That trust has to be performed by him so far as concerns the arrangements for that sale and by the trustees so far as concerns the receipt of the purchase money. The true view seems to be that the vendor has no power to give directions as to the application of the proceeds of sale which have to be paid to the trustees, whether he gives a direction or not, and the sub-section does not apply. This summons will be decided in favour of the Vendor, with the usual consequences as to costs.

COUNSEL: *Farwell*, K.C., and *C. R. R. Romer*; *Gavin Simonds*, K.C., and *Kenneth Wood*.

SOLICITORS: *B. Webb and Hunters*.

[Reported by L. M. MAY, Esq., Barrister-at-Law.]

***In re* Lamb: Vipond *v.* Lamb.** Eve, J. 17th January.

WILL—ADMINISTRATION—ORDER OF APPLICATION OF ASSETS—LAPSED SHARE OF RESIDUE—PROPERTY "UNDISPOSED OF BY WILL"—ADMINISTRATION OF ESTATES ACT, 1925, s. 34 (3), Sched. I, Pt. II, para. 1.

By his will, dated 28th July, 1923, John Lamb, of Stapleton, Cumberland, directed that his residuary real and personal estate should be equally divided between his brother Thomas Lamb and his cousin and two nephews therein mentioned. The testator died on 16th March, 1928, but his brother predeceased him, with the result that one-fourth share of the residuary estate was undisposed of. An originating summons was taken out by the trustees and executors of the will to have the question determined whether the funeral and testamentary expenses and debts of the testator were to be borne by the lapsed share of residue to the exoneration of the other shares of residue. The question turned on s. 34 (3) of the Administration of Estates Act, 1925, and Pt. II of the 1st Sched. to that Act.

EVE, J., after stating the facts and referring to the Act, said it was argued on behalf of the next of kin that the words "property of the deceased undisposed of by will" must be confined to property to dispose of which no attempt had been made by the will and ought not to be read as including a share of residue which had lapsed by reason of the legatee's death in the lifetime of the testator. It was further contended that the Legislature might not have intended to effect so material a change in the pre-existing practice by the passage to which he had referred. But the language of the Act was plain and unambiguous, and a lapsed share of residue was properly described as property undisposed of by will, nor was the change more drastic than other changes effected by other parts of the Act. Moreover, it must be borne in mind that the order of application might be varied by the will. He could see nothing to exclude the operation of the statutory order of application and he must hold that it was applicable in the present case.

COUNSEL: *W. F. Waite*; *C. D. Myles*; *Alan Ellis*.

SOLICITORS for all parties: *Gregory, Rowcliffe & Co.*, for *Wright, Brown & Strong*, Carlisle.

[Reported by S. E. WILLIAMS, Esq., Barrister-at-Law.]

Probate, Divorce and Admiralty Division.

Williams *v.* Williams (Ward intervening).

Hill, J. 3rd December, 1928.

DIVORCE—PRACTICE—WIFE'S COSTS UP TO SETTING DOWN AND SECURITY FOR HEARING—MEANING OF SEPARATE ESTATE—MATRIMONIAL CAUSES RULES, 1924, r. 91.

This was the wife's appeal from the refusal of the registrar to make an order either for her costs up to setting down or for security for her costs of the hearing, in the following circumstances. In January, 1927, the husband and wife had entered into a deed of separation under which the wife received £7 9s. per week for the maintenance of herself and two children (girls), of whom she had the custody. The husband paid doctor's bills of the wife and doctor's and school bills of the two children. The husband retained custody of the only son of the marriage. In February, 1928, the wife filed her petition for dissolution of marriage, but in view of the payments under the deed she did not file a petition for alimony *pendente lite*. On 22nd October the registrar made the decision appealed from on the ground that the respective incomes and capital of husband and wife were approximately equal. The petition was subsequently tried before Hill, J., and a special jury, with the result that the jury disagreed. Whereupon the wife issued a judge's summons against the husband, calling upon him to show cause why the registrar's order of 22nd October should not be varied, and why the time for appeal against that order should not be extended. The summons was adjourned into court for argument. Counsel for the wife submitted that the registrar was not entitled to regard the wife's interest under the deed on the question of her costs. He relied on *Allen* v. *Allen*, 1894, P. 134. The wife's capital could not be taken into account. Counsel for the husband said that "separate estate" in r. 91 of the Matrimonial Causes Rules meant either capital or income. The appeal was out of time.

HILL, J., said that he should not regard the question of the wife being out of time. By r. 91, questions of the wife's costs up to setting down and of security were matters in the discretion of the registrar. The court would not interfere unless the registrar had proceeded on a wrong principle or had overlooked facts which ought to have been taken into account. The words "separate estate" in the rule were absolutely general, and were not limited either to income or capital. The wife was receiving about £384 per annum under the deed, and the husband's average income was between £700 and £800. The husband paid the wife's and two children's doctor's bills and the two children's school fees. Nothing like £384 per annum could have been awarded to the wife by way of alimony *pendente lite*. Further, the wife had realisable capital, and the husband's capital was mostly unrealisable. The decision of the registrar was right, and the summons would be dismissed.

COUNSEL: *Clifford Mortimer*, for the wife; *Bayford*, K.C., and *Tyndale*, for the husband.

SOLICITORS: *Foster Grave & Jay*, for *Philip Baker & Co.*, Birmingham; *Robbins, Olivey & Lake*, for *Waldron & Son*, Brierley Hill.

[Reported by J. F. COMPTON-MILLER, Esq., Barrister-at-Law.]

Societies.

The Law Society.

SPECIAL GENERAL MEETING.

The Law Society held a special general meeting at their hall (Chancery-lane), the President, Mr. Robert Mills Welsford, M.A., LL.B., occuping the chair. Among those present were Mr. Walter Henry Foster, LL.M. (Vice-President), Mr. Ernest Edward Bird, Mr. Harry Rowsell Blaker (Henley-on-Thames), The Rt. Hon. Sir William James Bull, Bart., M.P., Mr. George Dudley Colclough, B.A., LL.B., Mr. Alfred Henry Coley, LL.D. (Birmingham), Sir Robert William Dibdin, Mr. Thomas Musgrave Francis, M.A. (Cambridge), Mr. Douglas Thornbury Garrett, B.A., Mr. William Alan Gillett, Sir John Roger Burrow Gregory, Mr. Leonard William North Hickley, Mr. Randle Fynes Wilson Holme, B.A., Mr. Walter Budworth Jessop (Bedford), Mr. Charles Mackintosh, LL.D., Colonel Alan Francis Maclure, C.B. (Manchester), Mr. Philip Hubert Martineau, B.A., Mr. Charles Gibbons May, Mr. Arthur Croke Morgan, M.A., Mr. William Egerton Mortimer, M.A., Sir Arthur Copson Peake, LL.D. (Leeds), Mr. Richard Alfred Pinsent, M.A., LL.D. (Birmingham), Mr. Samuel Saw (Greenwich), Mr. Francis Edward James Smith, M.A., and Mr. Walter Mantell Woodhouse (members of the Council), Mr. E. R. Cook (Secretary), and Mr. H. E. Jones (Assistant Secretary).

The PRESIDENT said that it had been the practice of the Council to call a general meeting at this time of the year in order to enable members to make suggestions for their consideration. The bye-laws, however, provided that no business was to be transacted at the meeting other than business of which notice had been given. No such notice had been given; but he should like to offer a few remarks. It was now over eighteen years since he became a member of the Council of the Society, and although that membership had involved a considerable amount of hard work, it was not until he got well into the saddle this year as President that he realised fully the responsibilities undertaken by the Society and the close attention which their discharge involved. A glance merely at the names of the long list of standing committees, such as the Professional Purposes, Scale, Examination, Legal Education, Parliamentary, Legal Procedure, County Courts, and Finance Committees, would indicate some of the duties of the members of the Council and the large number of public departments with which they brought them into close contact.

POOR PERSONS RULES.

Then, of course, as if they had not sufficient responsibility already, a new responsibility had been cast upon them, namely, the work of the Poor Persons Committee. Even this was increasing. He had just seen from the annual report, now in draft, that whereas in 1927 the Council in London wrote and received 32,000 letters, last year they received and wrote 38,000. Many of those communications were, of course, with the thirty or so provincial committees who shouldered so much of the burden. Without that loyal and zealous aid the efforts of the Council would have been fruitless, and he was glad to have the opportunity of expressing to the provincial committees the gratitude of the Council, and of assuring them that if, as there was reason to hope, the new scheme became successful, the Council would always realise that it was to them largely that success would be due. Suggestions had been made in one direction and another that the ambit of the work should be extended. It had been so extended during the past year in one, possibly small, but not unimportant, respect. High Court cases, remitted to the county court, were, in future, to be followed there, for poor litigants, by the Council's conducting solicitors. It must be remembered also that the Council's committees were finding themselves, to a considerable extent, called upon to give legal advice in all sorts of matters not strictly within the limitations prescribed by the Poor Persons Rules. Thus, the Council were to some extent fulfilling the requirements, indicated by Mr. Justice Finlay's committee, of advising poor people generally as to their rights and obligations, and so helping to remove that dangerous sense of grievance which so often was caused by inability to measure the obligations and rights of others. For the rest the Council must, he thought, establish firmly success in the work they had undertaken, and then, and not until then, consider the possibility of extending it further. He, therefore, hoped that any member present, or any who might read a report of his remarks, who were not already sharing in the work, would volunteer to undertake, at all events, some small portion of it. Many other matters had been engaging the attention of the Council, some of greater, some of lesser, importance.

DISCIPLINE OF SOLICITORS.

Since the last general meeting a new Act of Parliament had been passed which had rendered it possible for the Council to regulate to some extent the employment of those who had come under the jurisdiction of the Discipline Committee. Before the Act was passed it was possible for those persons to continue to practise, practically without control, and even to practise in the name of their former firm under another solicitor's protection. Many applications had been made to the Council under the Act, and the powers it conferred had been exercised, the Council believed, without hardship to anyone. Another matter connected with the profession was the introduction into the House of Commons by Sir William Bull of a Bill to consolidate the Act relating to solicitors. This Bill had been very kindly drafted by Mr. Holme on behalf of the Society.

PROCEEDINGS AGAINST THE CROWN.

To bring his remarks up to date, might he refer to the report in *The Times*, of Saturday, the 19th ult., of the annual general meeting of the Bar. The Attorney-General, who presided, referred to the letters in *The Times* of July and October last, in which the question of the Crown and subject in litigation was forcibly put forward by Sir Thomas Hughes, the chairman of the Bar Council, and by the late President of The Law Society. The Attorney-General had said that, whether one was in favour of a change or not, the expressed opinion of the Council was of great weight and importance, and would, no doubt, influence and guide those authorities who were considering that difficult question. The Council welcomed the remarks made by the Attorney-General as an indication, and there was a prospect, of something being done in the direction which the late President (Sir Cecil Coward) so strongly advocated. Sir Thomas Hughes said that the Crown had in some respects an advantage over the subject, and that there was so much mystery and obscurity about proceedings between them that the subject was apt to put up with less than justice. Sir Thomas Hughes thought that all legal proceedings should be made as simple and intelligible to the public as possible. Crown proceedings were not at present entirely intelligible, and he hoped that a Bill would be prepared ere long to rectify this. The Council entirely endorsed Sir Thomas's views and might be relied upon to support them. They hoped the day was not far off when those views might materialise.

AGRICULTURAL CREDITS ACT.

Mr. A. E. HAMLIN asked "Has The Law Society considered the effect of the Agricultural Credits Act, 1928, so far as legal business is concerned, as at the present time it is proposed to place the whole of the legal business arising under the Act in the hands of a staff at the London office of the Agricultural Mortgage Corporation, Limited, thus diverting the legal business which should be distributed among the whole body of the profession?" He observed that the question was being asked more especially seeing that public funds were being engaged in the activities of the corporation.

The PRESIDENT said the Bill had come under the consideration of the Council, and they had felt that it was impossible to resist it on professional grounds. If Mr. Hamlin would send a letter to the secretary they might have an opportunity of considering it, should the matter come up for consideration again.

Rules and Orders.

THE PUBLIC HEALTH (PRESERVATIVES, &C., IN FOOD) REGULATIONS MADE BY THE MINISTER OF HEALTH.

(*Continued from page* 63.)

PART IV.

Miscellaneous.

12. The provisions of these Regulations with respect to prohibiting any preservative or colouring matter or thickening substance in articles of food and requiring the labelling of certain articles of food and of articles sold as preservatives shall not apply in the case of any article which is intended to be exported or re-exported or [17]intended for use as ships' stores.

13. (1) In any proceedings under these Regulations the certificate of the Government Chemist or the public analyst, as the case may be, of the result of the chemical examination of a sample shall be sufficient evidence of the facts therein stated unless the defendant requires that the person who made the examination be called as a witness.

(2) In any proceedings under these Regulations, where the fact that any article has been dealt with contrary to these Regulations has been proved, if the respondent desires to rely upon the exceptions or provisions contained in these Regulations with reference to such article being sold for consumption on the premises or being intended for export or re-export or

(17) Words "in the case of butter" omitted in pursuance of Regulations of 1926.

for use as ships' stores it shall be incumbent upon him to prove that the article was so sold or was intended for export or re-export or for use as ships' stores.

14. A person shall, if so required, give to any officer of Customs and Excise or of any local authority who is acting in the execution of these Regulations all reasonable assistance in his power, and shall, in relation to anything within his knowledge, furnish any such officer with all information which he may reasonably require for the purposes of these Regulations including information as to the persons from whom or places from which any article to which these Regulations apply has been obtained and to whom and to which it has been consigned or otherwise disposed of.

15. The Public Health (Milk and Cream) Regulations, 1912, the Public Health (Milk and Cream) Regulations, 1912, Amendment Order, 1917, and so much of the Public Health (Imported Food) Regulations, 1925(*k*), as relates to paragraph (*f*) of the First Schedule thereto are hereby revoked, but without prejudice to any proceedings begun or other action taken in pursuance of any of those Regulations.

The First Schedule.

PART I.—ARTICLES OF FOOD WHICH MAY CONTAIN PRESERVATIVE AND NATURE AND PROPORTION OF PRESERVATIVE IN EACH CASE :—

The articles of food specified in the first column of the following table may contain the preservative specified in the second column in proportions not exceeding the number of parts (estimated by weight) per million specified in the third column :—

Food.	Preservative.	Parts per Million.
1. Sausages and sausage meat containing raw meat, cereals and condiments.	Sulphur dioxide	450
[18]2. Fruit and fruit pulp (not dried) for conversion into jam or crystallised glacé or cured fruit as defined in items 6 and 7 :		
(*a*) Cherries	Do.	3,000
(*b*) Strawberries and raspberries.	Do.	2,000
(*c*) Other fruit	Do.	1,500
3. Dried fruit :		
(*a*) Apricots, peaches, nectarines, apples and pears.	Do.	2,000
(*b*) Raisins and sultanas ..	Do.	750
4. Unfermented grape juice and non-alcoholic wine made from such grape juice if labelled in accordance with the rules contained in the Second Schedule to these Regulations.	Benzoic acid..	2,000
5. Other non-alcoholic wines, cordials and fruit juices, sweetened or unsweetened.	Either Sulphur dioxide or Benzoic acid	350 600
[18]6. Jam (including marmalade and fruit jelly prepared in the way in which jam is prepared).	Sulphur dioxide	40
[18]7. Crystallised glacé or cured fruit (including candied peel).	Do.	100
[18]7a. Fruit and fruit pulp not otherwise specified in this Schedule.	Do.	350
[19]8. Sugar (including solid glucose) and cane syrups.	Do.	70
[19]8a. Cornflour (maize starch) and other prepared starches.	Do.	100
9. Corn syrup (liquid glucose) ..	Do.	450
10. Gelatine	Do.	1,000
11. Beer	Do.	70
12. Cider	Do.	200
13. Alcoholic wines	Do.	450
14. Sweetened mineral waters ..	Either Sulphur dioxide or Benzoic acid	70 120
15. Brewed ginger beer	Benzoic acid..	120
16. Coffee extract	Do.	450
17. Pickles and sauces made from fruit or vegetables.	Do.	250

(*k*) S.R. & O. 1925, No. 273.

(18) Amended forms of items 2, 6 and 7 substituted, and new item 7a added, by Regulations of 1926.

(19) Amended form of item 8 substituted, and new item 8a added, by Regulations of 1927.

PART II.—COLOURING MATTERS WHICH MAY NOT BE ADDED TO ARTICLE OF FOOD.

1. *Metallic Colouring Matters.*

Compounds of any of the following metals :—

Antimony,	Copper,
Arsenic,	Mercury,
Cadmium,	Lead,
Chromium,	Zinc.

2. *Vegetable Colouring Matter.*

Gamboge.

3. *Coal Tar Colours.*

Number in Colour Index of Society of Dyers and Colourists, 1924.	Name.	Synonyms.
7	Picric Acid	Carbazotic Acid.
8	Victoria Yellow	Saffron Substitute ; Dinitrocresol.
9	Manchester Yellow	Naphthol Yellow ; Martius Yellow.
12	Aurantia	Imperial Yellow.
724	Aurine	Rosolic Acid ; Yellow Coralline.

The Second Schedule.

LABELLING OF ARTICLES OF FOOD CONTAINING PRESERVATIVE AND OF PRESERVATIVES.

1. The articles of food containing preservative to which the Rules as to labelling set out in this Schedule apply are sausages, sausage-meat, coffee extract, pickles and sauces, and (where the proportion of benzoic acid exceeds 600 parts per million) grape juice and wine.

2.—(1) Where any of the said articles of food contains preservative it shall bear a label on which is printed the following declaration or such other declaration substantially to the like effect as may be allowed by the Minister :—

> (*a*) **CONTAIN(S) PRESERVATIVE.**

(2) The declaration shall be completed by inserting at (*a*) the word " This " or " These," followed by the name of the food as used in paragraph 1 of this Schedule.

(3) In the case of grape juice or wine to which these Rules apply there shall be added to the declaration the words " and it is not intended for use as a beverage."

3.—(1) An Article sold as a preservative shall bear a label on which is printed the following declaration or such other declaration substantially to the like effect as may be allowed by the Minister :—

> **THIS PRESERVATIVE CONTAINS (*a*) PER CENT. OF SULPHUR DIOXIDE.**

(2) Where the article contains benzoic acid the words " Benzoic Acid " shall be substituted for the words " Sulphur Dioxide."

(3) The declaration shall be completed by inserting at (*a*) in words and figures, excluding fractions (*e.g.* " seventy (70) ") the true percentage of the sulphur dioxide or benzoic acid present in the article.

4. The prescribed declaration shall in each case be printed in dark block type upon a light coloured ground within a surrounding line and no other matter shall be printed within such surrounding line. The type used shall be not less than one-eighth of an inch in height, or, in the case of grape juice or wine to which these Rules apply, one-sixteenth of an inch in height.

5. The label shall be securely affixed to the article or be part of or securely affixed to the wrapper or container, and in any case shall be so placed as to be clearly visible. If the article bears a label containing the name, trade mark, or design representing the brand of the article or the name and address of the manufacturer or dealer the prescribed declaration shall [20]on and after the 1st day of July, 1927, be printed as part of such label.[21]

(20) Words " on and after the 1st day of July, 1927," added by Regulations of 1926.

(21) In the case of imported food, the provisions of section 16 of the Merchandise Marks Act, 1887 (50-1 V. c. 28), must also be complied with if the label bears the name or trade mark of a dealer or merchant in the United Kingdom.

6. No comment on or explanation of the prescribed declaration (other than any direction as to the use in the case of a preservative) shall be placed on the label or on the wrapper or container.

Note.—The Public Health Act, 1896, provides by subsection (3) of section 1 that if any person wilfully neglects or refuses to obey or carry out, or obstructs the execution of any regulations made under any of the enactments mentioned in that Act, he shall be liable to a penalty not exceeding £100, and, in the case of a continuing offence, to a further penalty not exceeding £50 for every day during which the offence continues.

The power of making regulations under the Public Health Act, 1896, and the enactments mentioned in that Act, is enlarged by the Public Health (Regulations as to Food) Act, 1907.

The Food and Drugs (Adulteration) Act, 1928, contains in section 1, section 2, sub-section (4) of section 7, paragraph (j) of sub-section (1) of section 12 and sub-section (3) of section 27 further provisions under which a person contravening the provisions of these Regulations may be guilty of an offence under that Act and be liable to a penalty ranging from a fine not exceeding £20 to imprisonment for a period not exceeding six months.

Legal Notes and News.

Professional Announcements.

(2s. per line.)

Mr. ALFRED KING-HAMILTON, a solicitor now practising at 41, Barbican, E.C.1, and at 3, Newman's Court, Cornhill, E.C.3, in order to avoid confusion, wishes to draw attention to the fact that he is not connected with the business carried on by Mr. E. L. Green under the style of "King-Hamilton and Green," at 116, Charing Cross-road, W.C.2. He ceased to be a member of that firm on the **30th September, 1923.**

Messrs. WINDYBANK, SAMUELL & LAWRENCE, solicitors, of 28-29, St. Swithin's-lane, E.C.4, have taken into partnership as from 1st February, Mr. A. P. PHILLIPS, who has been associated with them for some time past. The name of the firm will remain unchanged.

J. SCHOLEFIELD, Esq., K.C., has been elected a Bencher of the Middle Temple.

LEGITIMACY ACT, 1926.

It is directed by the President that where it appears that more than one Petition has been filed on behalf of Petitioners claiming to be children of the same father and mother, the Attorney-General may apply by summons before the Registrar, at any time after appearance, for an order that the suits be consolidated, and that he be at liberty to file an answer to both or all the said petitions. The summons shall be served upon the petitioner in each suit which it is sought to consolidate.

Court Papers.

Supreme Court of Judicature.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.		Emergency Rota.	Appeal Court No. 1.	Mr. Justice Eve.	Mr. Justice Romer.
M'nd'y Feb.	4	Mr. Bloxam	Mr. Blaker	Mr. Hicks Beach	Mr. *Bloxam
Tuesday ..	5	Jolly	More	Bloxam	More
Wednesday	6	Hicks Beach	Ritchie	More	*Hicks Beach
Thursday .	7	Blaker	Bloxam	Hicks Beach	Bloxam
Friday	8	More	Jolly	Bloxam	*More
Saturday ..	9	Ritchie	Hicks Beach	More	Hicks Beach
		Mr. Justice Maugham.	Mr. Justice Astbury	Mr. Justice Tomlin.	Mr. Justice Clauson.
M'nd'y Feb.	4	Mr. More	Mr. Ritchie	Mr. Blaker	Mr. Jolly
Tuesday ..	5	*Hicks Beach	Blaker	*Jolly	*Ritchie
Wednesday	6	*Bloxam	Jolly	Ritchie	*Blaker
Thursday .	7	*More	Ritchie	*Blaker	*Jolly
Friday	8	Hicks Beach	Blaker	Jolly	*Ritchie
Saturday ..	9	Bloxam	Jolly	Ritchie	Blaker

* The Registrar will be in Chambers on these days, and also on the days when the Courts are not sitting.

VALUATIONS FOR INSURANCE.—It is very essential that all Policy Holders should have a detailed valuation of their effects. Property is generally very inadequately insured, and in case of loss insurers suffer accordingly. **DEBENHAM STORR & SONS (LIMITED)**, 26, King Street, Covent Garden, W.C.2, the well-known chattel valuers and auctioneers (established over 100 years), have a staff of expert valuers, and will be glad to advise those desiring valuations for any purpose. Jewels, plate, furs, furniture, works of art, bric-a-brac a speciality.

Stock Exchange Prices of certain Trustee Securities.

Bank Rate 4½%. Next London Stock Exchange Settlement Thursday, 7th February, 1929.

	Middle Price 30th Jan.	Interest Yield.	Yield with Redemption.
English Government Securities.		£ s. d.	£ s. d.
Consols 4% 1957 or after	87⅜	4 11 6	—
Consols 2½%	56½	4 8 6	—
War Loan 5% 1929-47	102½	4 17 6	4 17 6
War Loan 4½% 1925-45	99	4 11 0	4 13 6
War Loan 4% (Tax free) 1929-42 ..	101⅛	3 19 0	3 19 6
Funding 4% Loan 1960-1990	91	4 8 0	4 10 6
Victory 4% Bonds (available for Estate Duty at par) Average life 35 years ..	95½	4 4 0	4 7 6
Conversion 4½% Loan 1940-44.. ..	99¾	4 10 0	4 11 6
Conversion 3½% Loan 1961	79¼	4 8 0	—
Local Loans 3% Stock 1921 or after ..	65¾	4 12 0	—
Bank Stock	263	4 11 0	—
India 4½% 1950-55	91½	4 18 0	5 1 6
India 3½%	71½	4 18 0	—
India 3%	61½	4 18 0	—
Sudan 4½% 1939-73	95	4 14 9	4 15 0
Sudan 4% 1974	87	4 12 0	4 17 0
Transvaal Government 3% 1923-53 (Guaranteed by British Government, Estimated life 19 years)	84	3 11 6	4 8 0
Colonial Securities.			
Canada 3% 1938	86	3 9 6	4 16 0
Cape of Good Hope 4% 1916-36 ..	95	4 4 6	4 19 6
Cape of Good Hope 3½% 1929-49 ..	82	4 5 6	4 18 6
Commonwealth of Australia 5% 1945-75	99	5 1 0	5 2 0
Gold Coast 4½% 1956	97	4 13 0	4 17 6
Jamaica 4½% 1941-71	97	4 13 0	4 17 6
Natal 4% 1937	94¼	4 5 0	5 0 0
New South Wales 4½% 1935-45 ..	91	4 19 0	5 6 0
New South Wales 5% 1945-65 ..	98	5 2 0	5 3 0
New Zealand 4½% 1945	98	4 12 0	4 17 6
New Zealand 5% 1946	103	4 17 0	4 16 0
Queensland 5% 1940-60	99	5 1 0	5 0 0
South Africa 5% 1945-75	104	4 16 0	4 16 0
South Australia 5% 1945-75	98	5 2 0	5 2 0
Tasmania 5% 1945-75	101	4 19 0	5 0 0
Victoria 5% 1945-75	98	5 2 0	5 0 0
West Australia 5% 1945-75	98	5 2 0	5 2 6
Corporation Stocks.			
Birmingham 3% on or after 1947 or at option of Corporation	64	4 13 6	—
Birmingham 5% 1946–56	104	4 16 0	4 15 0
Cardiff 5% 1945–65	103	4 17 0	4 16 6
Croydon 3% 1940–60	72	4 3 6	4 16 0
Hull 3½% 1925–55	79	4 8 6	5 0 0
Liverpool 3½% Redeemable at option of Corporation	75	4 13 6	—
Ldn. Cty. 2½% Con. Stk. after 1920 at option of Corpn.	54½	4 12 0	—
Ldn. Cty. 3% Con. Stk. after 1920 at option of Corpn.	66	4 11 0	—
Manchester 3% on or after 1941 ..	64	4 14 0	—
Metropolitan Water Board 3% 'A' 1963–2003	66	4 11 0	4 12 6
Metropolitan Water Board 3% 'B' 1934–2003	67½	4 9 0	4 12 6
Middlesex C. C. 3½% 1927–47	83	4 5 0	4 17 0
Newcastle 3½% Irredeemable	73	4 16 0	—
Nottingham 3% Irredeemable	64½	4 13 0	—
Stockton 5% 1946–66	102	4 18 0	4 19 0
Wolverhampton 5% 1946–56	103	4 17 0	4 19 9
English Railway Prior Charges.			
Gt. Western Rly. 4% Debenture ..	82½	4 17 0	—
Gt. Western Rly. 5% Rent Charge ..	100	5 0 0	—
Gt. Western Rly. 5% Preference ..	98	5 2 0	—
L. & N. E. Rly. 4% Debenture ..	79	5 1 3	—
L. & N. E. Rly. 4% Guaranteed ..	75½	5 6 0	—
L. & N. E. Rly 4% 1st Preference ..	63	6 7 0	—
L. Mid. & Scot. Rly. 4% Debenture ..	81	4 18 0	—
L. Mid. & Scot. Rly. 4% Guaranteed	80½	4 19 0	—
L. Mid. & Scot. Rly. 4% Preference ..	74	5 8 0	—
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Southern Railway 5% Guaranteed ..	101	4 19 0	—
Southern Railway 5% Preference ..	94½	5 6 0	—

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